

AGENDA VILLAGE BOARD MEETING RICHFIELD VILLAGE HALL 4128 HUBERTUS ROAD, HUBERTUS WISCONSIN

February 27, 2020 7:00 P.M.

- Call to Order/ Roll Call
- 2. Verification of Compliance with Open Meeting Law
- 3. Pledge of Allegiance
- 4. PRESENTATION: 2019 Groundwater Monitoring Program Jenny Ulbricht, Wellntel
- 5. PUBLIC COMMENTS (Public comments are an opportunity for citizens to voice concerns to the Board regarding reports and discussion/action items on the agenda, only. Public comments are not a public hearing and are typically a one-way conversation from a citizen to the Board. Individual comments shall not exceed 3 minutes, with a total time limit of approximately 20 minutes. Unless part of a Public Hearing, handouts will not be accepted by the Village. Comments beyond 20 minutes will be moved to the end of the meeting at the discretion of the President.)

CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes
 - i. January 23 Regular Meeting
- d. Applications for New Operator's Licenses
- e. Contract for services with Wellntel for the Village's Groundwater Monitoring Program
- f. Contract for services with David J. Frank Landscaping for property maintenance violations
- g. Appointment of Henry G. Wallenkamp to the Park Commission

7. PUBLIC HEARING

- a. Discussion regarding a Rezoning petition for property located at 4167 Pioneer Road (V10_0066) from A-1, Exclusive Agricultural District to A-2, General Agricultural District *Lofy Asset Trust, Petitioner*
- b. Discussion regarding a Rezoning petition for a portion of property identified by Tax Key: V10_008400Z and V10_008700Z from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District *Lofy Asset Trust, Petitioner*

8. DISCUSSION/ACTION ITEMS

- a. Discussion/Action regarding the awarding of a contract for the 2020 Highway Improvement Program
- b. Discussion/Action regarding a Rezoning petition for property located at 4167 Pioneer Road (V10_0066) from A-1, Exclusive Agricultural District to A-2, General Agricultural District; Ordinance O2020-02-01 *Lofy Asset Trust, Petitioner*
- Discussion/Action regarding a One-Lot Certified Survey Map (CSM) for property located at 4167 Pioneer Road (Tax Key: V10_0066) Lofy Asset Trust, Petitioner
- d. Discussion/Action regarding a Rezoning petition for a portion of property identified by Tax Key: V10_008400Z and V10_008700Z from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District; Ordinance O2020-02-02-Lofy Asset Trust, Petitioner
- e. Discussion/Action regarding a One-Lot CSM for property located at 2207 Hillside Road (Tax Key: V10_008400B) David W Lofy, Mary J Lofy, Petitioners
- f. Discussion/Action regarding a request for "camping cabin campground" ordinance amendment as a Conditional Use in the P-1, Parks and Recreation District from Washington County Planning and Parks Department for Glacier Hills Park – Eric Hyde, Parks and Trails Manager for Washington County Planning and Parks Department
- g. Discussion/Action regarding the transfer of Park Impact Fee funds to the General Fund and the preparation of an RFP for the construction of tennis/pickleball courts at Fireman's Park

9. CLOSED SESSION

a. Discussion /Action to enter into Closed Session under Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. – *Intermunicipal agreement for a regional Transportation Impact Analysis (TIA)*

10. RECONVENE IN OPEN SESSION

a. Discussion/Action regarding matters addressed in Closed Session outlined above

11. ADJOURNMENT

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 or www.richfieldwi.gov with as much advanced notice as possible.

Forthcoming



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: Consent Agenda

February 20, 2020 DATE SUBMITTED:

SUBMITTED BY: Donna Cox, Deputy Clerk

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO APPROVE THE ATTACHED CONSENT AGENDA?

ISSUE SUMMARY:

Included for your review are the Vouchers for Payment, Treasurer's Report, Minutes of the January 23, 2020 Regular Meeting, New Operator's License Applications, 2020 Grounds Maintenance Agreement with David J. Frank Landscape for property maintenance violations, contract for services with Wellntel for the 2020 Groundwater Monitoring Program per the adopted budget and Appointment of Mr. Henry G. Wallenkamp to the Park Commission for the remainder of Mr. Dick Becker's term.

FISCAL IMPACT:	REVIEWED BY:	
	$\phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$	llage Deputy Treasurer
Initial Project Costs:		

Future Ongoing Costs:

Physical Impact (on people/space):

Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

- 1. Vouchers for Payment
- 2. Treasurer's Report
- 3. Meeting Minutes:
 - i. January 23, 2020 Regular Meeting
- 4. Applications for New Operator's Licenses (Per attached List)
- 5. 2020 contract for grounds maintenance with David J. Frank Landscape for delinquent property maintenance
- 6. 2020 contract with Wellntel for the Village's Groundwater Monitoring Program
- 7. Application for Village Board/Commissioners Henry G. Wallenkamp

STAFF RECOMMENDATION:

Motion to approve the Vouchers for Payment, Treasurer's Report, Minutes of the January 23, 2020 Regular Meeting, Applications for New Operator's Licenses per the attached list, 2020 Grounds Maintenance Agreement with David J. Frank Landscape Contracting for delinquent property maintenance violations, contract for services with Wellntel for the 2020 Groundwater Monitoring Program per the adopted budget and the appointment of Mr. Henry G. Wallenkamp to the Park Commission for the remainder of Mr. Dick Becker's term.

APPROVED FOR SUBMITTAL BY:		ILLAGE CLERK USE ONLY BOARD ACTION TAKEN
Village Staff Member	Resolution No. Ordinance No. Approved Other	Continued To: Referred To: Denied File No.
Village Administrator	· ·	

CHECK A	S NA DOLES	SEDATE AS	PAYEES	**BATCH	COMMENTS COMMENTS
ACH	estrum taker was Mile		VILLAGE OF RICHFIELD		BIWEEKLY PR #3
ACH		71	ELECTRONIC FEDERAL TAX PMT		FED TAX DEP- BIWEEKLY PR #3
ACH	·		WISCONSIN DEFERRED COMP		PLAN 457- BIWEEKLY PR #3
ACH		1/23/20	WI DEPT OF REVENUE		0.000
ACH		1/28/20	CAPITAL ONE		WI SALES & USE TAX RETURN 2019- ST-12 CREDIT CARD PURCHASES: DEC 06, 2019 - JAN 05, 2020
16112	G 80408		ASSOCIATED BAG COMPANY		BLACK WIRE TIES
16113	4040330813	1/29/20	CINTAS CORPORATION LOC		
	10-20004	1/29/20			DPW UNIFORM SERVICE
16114 16115	2020/YR	1/29/20	LAKE AREA PUBLIC WORKS ASSOC		BUILDING INSPECTION CARDS
16116	2020/11	1/29/20	MENARDS		ANNUAL MEMBERSHIP FEE- BRETT THICKE DPW SHOP FLOOR & GARAGE REPAIR
16117	5401999004	1/29/20	MORTON SALT		BULK SAFE-T-SALT
16118	5401999004	1/29/20	NORTH SHORE BANK LEASING LLC		VECHICLE LEASES- BUILDING INSPECTORS
16119		1/29/20	PORT A JOHN		HANDICAP RESTROOMS-BARK & LITTLE FRIESS LAKE BOAT LAUNCH AND NATURE PA
16120	6446840-2275-4	1/29/20	WASTE MANAGEMENT OF MILW		SERVICE PERIOD; 01/01/20-01/31/20
16121	0440040-2210-4	1/29/20	WE ENERGIES		SERVICE FOR 11/15/19 TO 01/21/20
16122		1/29/20	RICHFIELD VOL FIRE DEPT CO		FEBRUARY CONTRACT SERVICES
ACH		2/4/20	VILLAGE OF RICHFIELD		MONTHLY PAYROLL #2
ACH		2/5/20	ELECTRONIC FEDERAL TAX PMT		FICA TAX- MONTHLY PAYROLL #2
701			ELECTRONIC ESCIOLE PAX WIT		TION TAX WOUTHET FAISCLE #2
					THE REPORT OF A SECOND CONTRACT OF THE PERSON OF THE PERSO
			TOTAL BATCH #1	101,292,22	Checks written end of January
				**BATCH	1 #2 ^{xx}
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6123		2/5/20	WSHINGTON COUNTY TREASURER		PILT- TAX YEAR 2019
16124		2/5/20	GERMANTOWN SCHOOL DISTRICT		PILT- TAX YEAR 2019
16125		2/5/20	HARTFORD UNION HIGH SCHOOL		PILT- TAX YEAR 2019
16126		2/5/20	MILWAUKEE AREA TECH COLLEGE		PILT- TAX YEAR 2019
16127		2/5/20	MORAINE PARK TECHNICAL COLLEGE		PILT- TAX YEAR 2019
16128	G 82945	2/5/20	ASSOCIATED BAG COMPANY	V-V	BLACK WIRE TIRES
16129		2/5/20	BIASEW		COMMERCIAL & RESIDENTIAL CODE UPDATES REGISTRATION- GREG D & JOEL J
16130		2/5/20	BIASEW		BUILDING INSPECTORS ASSOC 2020 MEMBERSHIP- GREG D & JOEL J
16131	\	2/5/20	CHUBB		POLICY- CYBER ERM
16132	4040905463	2/5/20	CINTAS CORPORATION LOC		DPW UNIFORM SERVICE
16133	29-130	2/5/20	CIVI TEK CONSULTING		DECEMBER CONSULTING SERVICES
16134	2,0-100	2/5/20	DIGITAL EDGE COPY & PRINT		TAX JURISDICTION SIGNS & BARK LAKE BLUEPRINTS
16135		2/5/20	EH WOLF & SONS INC		JANUARY FUEL- GAS & DIESEL
16136		2/5/20	EIASEW		2020 WINTER CODE UPDATES REGISTRATION- GREG DARGA
16137		2/5/20	IAEI		ONE YEAR MEMBERSHIP-JOEL JASTER
16138		2/5/20	MID-STATE EQUIPMENT		WACKER EW 100- HEATER BLOWER FAN & TURN SIGNAL FLASHER
16139		2/5/20	MILWAUKEE BUSINESS JOURNAL		ANNUAL SUBSCRIPTION RENEWAL
16140	AD404400	2/5/20	MUNICIPAL PROPERTY INSURANCE		POLICY RENEWAL- PROPERTY INSURANCE
16141	AR104436	2/5/20	OFFICE COPYING EQUIPMENT LTD		SHARP COPIER CONTRACT- 12/12/2019 TO 1/11/2020
16142	430091443	2/5/20	POMP'S TIRE SERVICE INC		TRUCK #6- NEW STEEL WHEELS / WACKER EW-100- TUBES
16143	1308931-IN	2/5/20	PORT A JOHN		HANDICAP RESTROOM- BARK LAKE PARK
16144	'	2/5/20	RICHFIELD HISTORICAL SOCIETY		REIMBURSE- REMAINING RHS 2019 BUDGET BALANCE
16145	10010	2/5/20	RICHARD SCHLE		QUARTERLY PAYROLL- UNABLE TO LOCATED DIRECT DEPOSIT ACCOUNT
16146	13848	2/5/20	SCHMITT SANITATION		PUMP HOLDING TANK- NORTH TANK
16147	29	2/5/20	TWO BROTHERS AND MOP		JANUARY CLEANING SERVICES- VILLAGE HALL & DPW
16148		2/5/20	WASHINGTON COUNTY WI		GATHERING DATA AND PREPARING MAPS
16149		2/5/20	WE ENERGIES		SERVICE FOR 12/11/19 TO 01/21/20
ACH		2/11/20	VILLAGE OF RICHFIELD		BIWEEKLY PR #4
ACH		2/12/20	ELECTRONIC FEDERAL TAX PMT		FED TAX DEP- BIWEEKLY PR #4
ACH	-	2/12/20	WISCONSIN DEFERRED COMP		PLAN 457- BIWEEKLY PR #4
ACH	-	2/10/20	STATE OF WI E-PAYMENT SERVICES		MARCH HEALTH INSURANCE PREMIUM
ACH		2/10/20	WI DEPT OF REVENUE		STATE WITHHOLDING TAX- PE 1/31/20
16150	41311020120		CHARTER COMMUNICATIONS		SERVICE FROM 02/01/20 THROUGH 02/29/20
16151	10001:	2/12/20	FALLS AUTO PARTS & SUPPLIES INC		TRUCK #25- HEADLIGHTS / CHIPPER FILTER / STOCK FILTERS
16152	1000Y52074	2/12/20	IMPERIAL SUPPLIES LLC		DPW SHOP STOCK
16153	540209221	2/12/20	MORTON SALT		BULK SAFE-T-SALT
16154			PORT A JOHN		HANDICAP & SEASONAL RESTROOMS- HERITAGE & HISTORICAL PARK
16155	6477	2/12/20	WASHINGTON COUNTY TREASURER		PIONEER RD- LABOR, EQUIPMENT & MATERIALS
16156	3802-631-753	2/12/20	WE ENERGIES		SERVICE FOR 12/27/19 TO 01/27/20
16157	146678	2/12/20	ASSOCIATED APPRAISAL		FEBRUARY PROFESSIONAL SERVICES AGREEMENT
16158	47752	2/12/20	CITIES DIGITAL INC		LASERFICHE ANNUAL SUPPORT AND UPDATES
16159	12970	2/12/20	MUNICIPAL LAW & LITIGATION		DECEMBER & JANUARY ATTORNEY FEES
16160		2/12/20			NEW COMPUTERS & TECHNICIAN SERVICE SETUP / JANUARY WEBROOT AGREEMEN
16161	1-20001		QUILL CORPORATION		OFFICE SUPPLIES
ACH_		2/21/20	WI RETIREMENT SYSTEM		JANUARY CONTRIBUTIONS
16170	-	2/19/20	CINTAS CORPORATION LOC		DPW UNIFORM SERVICE
16171		2/19/20	KUNKEL ENGINEERING GROUP		2020 HIGHWAY IMPROVEMENT PROGRAM THROUGH DECEMBER 31, 2019
16172	71652	2/19/20	LANGE ENTERPRISES		ROAD NAME SIGNS
16173	2-20000	2/19/20	MILWAUKEE SPRING ALIGNMENT		TRUCK #5- REPLACE BOTH REAR LEAF SPRING ASSEMBLIES
16174	355024485	2/19/20	US CELLULAR		MONTHLY SERVICES CHARGES 02/02/20 THROUGH 03/01/20
16175	IV43713	2/19/20	WINTER EQUIPMENT CO INC		DPW SHOP STOCK
16178	20-26764	2/19/20	AYER ELECTRIC CO	50.00	REPAIR FAX LINE
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	1				
			TOTAL BATCH #2	181,852.42	Checks written February
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	+		WASHINGTON COUNTY TREASURER		FEBRUARY SETTLEMENT
		2/14/20			FEBRUARY SETTLEMENT FEBRUARY SETTLEMENT
16163		0144100			
16162 16163 16164 16165		2/14/20			
16163			HOLY HILL AREA SCHOOL DISTRICT SLINGER SCHOOL DISTRICT	808,244.86	FEBRUARY SETTLEMENT FEBRUARY SETTLEMENT

VILLAGE OF RICHFIELD VOUCHERS FOR PAYMENT FEBRUARY 2020

16168	2/14/20	MORAINE PARK TECHNICAL COLLEGE	124.655.70	FEBRUARY SETTLEMENT
16169		WASHINGTON COUNTY TREASURER		AG USE CHANGE PENALTY
		TOTAL BATCH #4	3,754,654.13	Checks Written February
16024-16095	1/21/20	ITAX REFUNDS TO TAX PAYERS		TAX REFUNDS 2019
16097-16111	1/28/20	TAX REFUNDS TO TAX PAYERS		TAX REFUNDS 2019
		TOTAL BATCH(S) TAX REFUNDS	39,686.52	Checks written end of January
**************************************	COMPANY MATERIAL PROPERTY.	HOIAL	\$34,077,2529	

VILLAGE OF RICHFIELD Treasurer's Report for January 31, 2020

	Interest Rate	I	Beginning Balance January 1, 2020	In	terest Earned	Ending Balance January 31, 2020
Landmark Checking Account	0.25%	\$	1,019,075.82	\$	1,025.65	\$ 3,823,474.35
LGIP General Fund	1.61%	\$	11,485,167.21	\$	9,835.29	\$ 4,532,632.86
LGIP Fire Impact Fees	1.61%	\$	93,762.01	\$	114,45	\$ 49,670.10
LGIP Park Impact Fees	1.61%	\$	65,874.89	\$	96.65	\$ 72,547.54
LGIP Tax Account	-	\$	-			
FNB Entrepreneur Plus Account	0.05%	\$	127,916.90	\$	5.43	\$ 127,922.33
FNB Comm Choice MMDA Account	0.30%	\$	259,917.29	\$	66.23	\$ 259,983.52
Westbury Bank MM Account	0.60%	\$	257,837.99	\$	131.03	\$ 257,969.02
	CERTIFICAT	ES (OF DEPOSIT			
	Purchase Date		Expiration Date	I	nterest Rates	Amoun
Westbury Bank- 18 Month	April 24, 2018		April 24, 2021		1.74%	\$ 268,850,68
Westbury Bank- 9 Month	September 13, 2019		June 13, 2020		2.09%	\$ 265,415,48
** All CD's are fully FDIC insured*	*					

LETTERS OF CREDIT/PERFORMANCE BONDS/DEVELOPER GUARANTEES					
•	Purchase Date	Expiration Date		Amount	
US Bank National Association (Kwik Trip Inc)	January 4, 2019	January 4, 2020	\$	1,353,000.00	
Horicon Bank (Steven Schmidt- Whitetali Run Road Ext)	January 17, 2019	January 17, 2020	\$	33,600.00	
First National Bank (Monches Investments LLC- Escrow of Funds)	July 2, 2019		\$	208,814.20	

excel/mydocuments/treasurersreport.xls

Village of Richfield 4128 Hubertus Road, Hubertus, WI Village Board Meeting Minutes January 23, 2020 7:00 pm

1. Call to Order/Roll Call

The meeting was called to order by Trustee Dan Neu at 7:00 PM. A quorum of the Village Board was present. Present: Village Board of Trustees; Bill Collins, Dan Neu, Tom Wolff and Rock Brandner.

Also present: Village Administrator Jim Healy and Deputy Clerk Donna Cox

Excused Absence: Village President John Jeffords

2. Verification of Compliance with Open Meeting Law

Village Administrator Healy verified that the meeting was posted per statute at three local post offices and the Village Hall. Digital copies of the agenda were sent to the <u>West Bend Daily News</u>, <u>Germantown Express</u> <u>News</u>, <u>Hartford Times Press</u>, and the <u>Milwaukee Journal Sentinel</u>.

3. Pledge of Allegiance

4. PRESENTATION: Eric Hyde, Washington County Parks and Trail Manager – Glacier Hills Park Recreational Development

Mr. Hyde, Parks and Trail Manager for Washington County described current facilities available at Glacier Hills Park for the general public to rent on online sites such as Vacation Rental by Owner (VRBO) and Air BnB. Additional other improvements to be made at Glacier Hills Park were also briefly discussed and the County's desire to construct additional cabins on the property.

5. PUBLIC COMMENTS:

Robert Shilts, 1677 Friess Lake Rd, Mr. Shilts asked why Washington County believed there was a need for more cabins on this site. Mr. Shilts stated that many years ago he went through this process and was never even notified that cabins were going to be constructed. Mr. Shilts inquired as to who would be responsible for patrolling the area by the road and asked that this be taken into consideration before adding more cabins.

Dennis Rosploch, 1673 Friess Lake Rd, Mr. Rosploch stated he is opposed to additional cabins being constructed on the west end of the park due to the partying, loud music and the fires. Mr. Rosploch additionally stated that the odds of the current cabins being vandalized is greater due to not being patrolled or having a park ranger.

6. CONSENT AGENDA

- a. Vouchers for Payment
- b. Treasurer's Report
- c. Meeting Minutes
 - i. October 17, 2019 Regular Meeting
 - ii. December 19, 2019 Regular Meeting
- d. Applications for New Operator's Licenses
- e. Resolution R2020-01-01, A Resolution Honoring the Public Service of Mr. Dick Becker
- f. Utilization of Fire Impact Fees for over-payment of BCPL Loan for the construction of Fire Station No. 2
- g. Reliable Door and Docks, Inc. quote for repairs to DPW Building

Village of Richfield 4128 Hubertus Road, Hubertus, WI Village Board Meeting Minutes January 23, 2020 7:00 pm

Motion by Trustee Brandner to approve the Vouchers for Payment, Treasurer's Report, Minutes of the October 18, 2019 Regular Meeting, December 19, 2019 Regular Meeting, Applications for New Operator's Licenses per the attached list, Resolution R2020-01-01, A Resolution Honoring the Public Service of Dick Becker, authorize Village Staff to utilize the funds accrued from the collection of Fire Impact Fees (\$49,555.65) to be applied as an overpayment against the principal of Loan No. 0217002.01 along with the collected anonymous donation of \$2,000, and to authorize DPW Supervisor Thicke to contract with Reliable Door and Doc, Inc. for \$1,950 for the repairs to municipal garage doors; Seconded by Trustee Wolff; Motion passed without objection.

7. DISCUSSION/ACTION

a. Discussion/ Discussion/Action regarding a request for "camping cabin campground permit" or ordinance amendment from Washington County Planning and Parks Department for Glacier Hills Park – Eric Hyde, Parks and Trails Manager for Washington County Planning and Parks Department

Administrator Healy advised the audience and the Board that no complaints had been received by Staff at Village Hall. He also stated that the Friess Lake Advancement Association President and Secretary have issued their support for the proposal.

Trustee Wolff asked Mr. Hyde if there was a plan for enough restrooms. Additionally, Trustee Wolff stated that he would personally be more inclined follow a Conditional Use Permit.

Trustee Neu agreed to the idea of a Conditional Use Permit.

The Board requested that Washington County draft the Ordinance and that it be reviewed at their meeting in February.

Motion by Trustee Collins to direct Staff to work with the County's Parks and Planning Department on the review of a potential Ordinance Amendment to the P-1, Parks and Recreation District that is specific to Glacier Hills Park for the future review and consideration of the Village Board and to ensure that the Ordinance Amendment goes before the Plan Commission for their review; Seconded by Trustee Wolff; Motion carried without objection.

b. Discussion/Action regarding a contract for services with Shawn's Deer Pick-Up for the disposal of car-kill deer

Motion by Trustee Brandner to authorize the Village Administrator to execute an agreement with Mr. Shawn Kremsreiter for the removal of car-killed deer on local roads in the Village of Richfield at a rate not to exceed \$63.00 per deer, subject to the review and approval by the Village Attorney; Seconded by Trustee Collins; Motion carried without objection.

8. PUBLIC COMMENTS – No additional comments

Village of Richfield 4128 Hubertus Road, Hubertus, WI Village Board Meeting Minutes January 23, 2020 7:00 pm

9. ADJOURNMENT

Motion by Trustee Wolff to adjourn the meeting at 7:30 PM; Seconded by Trustee Brandner; Motion carried without objection.

Respectfully Submitted,

Jim Healy

Village Administrator

2019-2020 "NEW" OPERATOR'S LICENSE APPLICATIONS

• See Attached List

2019-20 "NEW" OPERATOR'S LICENSE APPLICATIONS

Meeting Date: February 27, 2020 **Submitted by**: Deputy Clerk, Cox

FIRST NAME	LAST NAME	ESTABLISHMENT	COURSE OR LICENSE
1 Johnathon	Gliszinski	COUNTRY MART	COURSE
2 Jerard	Jilling	AMERICAN LEGION POST/EJ'S	COURSE
3 Lisa	Rhynes	EJ'S	COURSE

^{*} TO VIEW THE COMPLETE APPLICATIONS AND ASSOCIATED FORMS, PLEASE SEE DONNA COX

February 11, 2020

Attention: Jim Healy For the Village of Richfield 4128 Hubertus Rd Richfield, WI 53076



Dear Jim,

Thank you again for giving us the opportunity to operate and maintain the Village of Richfield's monitoring network on an ongoing basis.

This 2020 Proposal is based on the profile and projected 2020 requirements of each of the 40 wells in Richfield's monitoring network. Included in this proposal are the following costs:

- Information Services for 40 actively monitored wells and their history
- Quarterly site visits (a total of 6 days 4 quarterly visits + 2 for maintenance)
- 3 new Wellntel deployments (on existing network wells and moving them from tape downs to automatic continuous uploads), contingent upon volunteers
- Cost estimate for consumable parts (replacement sensors, batteries and sounders) that will be charged as required

A new element in Information Services is the upload and hosting of historical data. We recently introduced a function to bring both Wellntel and all historical readings (done by Dr. Cherkauer over the last 15 years) online and into a single well monitoring location. Dr. Cherkauer supports this move in order to create one single access point for data and remove the need to jockey between Wellntel and Excel spreadsheets. The annual fee for to host/serve this historical data is \$45 per well per year.

The entire Wellntel Team looks forward to working with you and the Village of Richfield to continue operation of this network and to provide the groundwater resource insight needed to successfully manage this critical resource.

I look forward to reviewing this proposal with you and discussing next steps.

Best regards,

Marian Singer Co-founder & CEO mjsinger@wellntel.com 414-416-6281

Village of Richfield Network Operation and Maintenance Proposal

HART OF STREET,	BUDGET (JANUARY- DECEMBER)		PRICING
Non-Discretiona	ry	a indicipila disalisi Nashbirgi Ti	
Well visit and ma	aintenance schedule - quarterly visits - 6 total days	in 2020	
133.00	(29) Wellntel real-time systems maintenance - budget 2 days in 2020		
	nual measurements/downloads - budget 4 days in uarterly)		
	(3) Wellntel logging systems - download and tapedown - 4x in 2020		
	(5) Tapedown wells - 4x in 2020		
	(2) Pressure transducer download - 4x in 2020		
	Total - Visit and Maintenance (6 days)		\$7,500
Annual Informat	ion Subscription Services		
Informa	tion Services for 40 monitoring points	\$6,720	
Historic	al data upload/host/serve (39 wells @ \$45 ea)	\$1,755	
	Total - Information Services		\$8,475
	The state of the s		
New Wellntel se	nsor deployments - (3) - dependent on volunteers		
New Wellntel se	I STS Battery	\$2,094	
New Wellntel se Wellnte Wellnte	I STS Battery I custom Turtle Cap	\$294	
New Wellntel se Wellnte Wellnte	I STS Battery I custom Turtle Cap stallation service		
New Wellntel se Wellnte Wellnte	I STS Battery I custom Turtle Cap	\$294	\$2,888
New Wellntel se Wellnte Wellnte Field in:	I STS Battery I custom Turtle Cap stallation service New Wellntel sensors (convert from hand	\$294	\$2,888
New Wellntel se Wellnte Wellnte Field in: Consumables (1) Sens	I STS Battery I custom Turtle Cap stallation service New Wellntel sensors (convert from hand	\$294	\$2,888
Wellntel se Wellnte Wellnte Field in: Consumables (1) Sensenviron	I STS Battery I custom Turtle Cap stallation service New Wellntel sensors (convert from hand measurement or new volunteers) sors - based length of service in the field and	\$294 \$500	\$2,888
Wellntel se Wellnte Wellnte Field ins Consumables (1) Sensenviron Extreme	I STS Battery I custom Turtle Cap stallation service New Welintel sensors (convert from hand measurement or new volunteers) sors - based length of service in the field and mental wear and tear	\$294 \$500 \$600	\$2,888
Wellntel se Wellnte Wellnte Field ins Consumables (1) Sensenviron Extreme	I STS Battery I custom Turtle Cap stallation service New Wellntel sensors (convert from hand measurement or new volunteers) sors - based length of service in the field and mental wear and tear e weather batteries - 6	\$294 \$500 \$600 \$360	\$2,888 \$1,018
Wellnte Wellnte Field in: Consumables (1) Sense environ Extreme	I STS Battery I custom Turtle Cap stallation service New Wellntel sensors (convert from hand measurement or new volunteers) sors - based length of service in the field and mental wear and tear e weather batteries - 6 ement sounders - 1	\$294 \$500 \$600 \$360	

Village of Richfield Network Operation and Maintenance Proposal

Proposal	Acceptance:
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The above prices, conditions and specifications are satisfactory and hereby accepted. Wellntel is authorized to do the work specified. Village of Richfield will be billed on a quarterly basis per the Invoice Schedule above

Date of Acceptance:	
Signature:	=
Name:	

f

February 17, 2020

Village of Richfield Attn: Jen Keller, Administrative Services Coordinator 4128 Hubertus Road Hubertus, WI 50333



2020 GROUNDS MAINTENANCE AGREEMENT

David J. Frank Landscape Contracting Inc. agrees to provide landscape horticultural services as set forth in the following bullets and to furnish the labor, equipment, and materials necessary to perform these services in an efficient and professional manner.

The	Client agrees to pay David J. Frank Landscape Contracting, Inc. the following amounts (Check all that agree to):
	Field Mowing lots upon request using skid steer with field mowing front implement. Mowing expected to be completed within 2 business days of client notice (weather permitting).
	Cost: \$85.00 / man hour
	Basic Mowing lots upon request using 21"-61" mowers, include string trimming of turf edges. Mowing expected to be completed within 2 business days of client notice (weather permitting).
	Cost: \$60.00 / man hour
	Other landscape services. Chemical treatments, brush removal, etc. to be completed within 5 business days of client notice (weather permitting).
	Cost: \$60.00 / man hour + Materials
	All services include travel, loading, and clean up time in the hourly rate.
	All pricing is subject to reevaluation yearly based on the consumer price index.
	Services will be billed after they are completed
	This proposal may be withdrawn by us if not accepted within 60 days.
Ter for	ms: Net due 30 days from invoice. A finance charge of 1% will be added to any unpaid account 30 days past due each month or part thereof that any part of the balance due remains unpaid.
Sin	cerely,
Jos	eph Schmid Date
10	In ffforde
Zli	ent Acceptance Date N120 W21350 Freistadt Road
	PO Box 70
	Germantown, WI 53022
	Tel: 262-255-4888
	Cell: 262-364-7295

Fax: 262-628-4729 joes@davidjfrank.com



VILLAGE OF RICHFIELD APPLICATION FOR VILLAGE BOARDS/COMMISSIONS

NOTICE: The Richfield Village Board desires applicants to be present at the Village Board Meeting in order for you to be appointed. The Village Clerk's office will advise you of the meeting date that your appointment will be considered.

Date: / - / 9 - 2 O Submission Deadline Date:
Name of Board/Commission applying for: Park Commission
Applicant Name: Henry G. Wallenhamp
Residence Address: 1128 PineMeadow ct. Hubertus, Wis.
Mailing Address (if different):
Home Phone Number: 262 - 525 - 1211 Work Phone Number:
Email: h Walley hamp a charter Cellular Phone Number: 262-525-1211
Please list your qualifications for this position (attach a resume if possible): Worked for Village of Brown Dear Water Utility 32 years
Coach High school Athletic 30 years Hubratus Residen 25 years
Please list any other information you would like considered by the Village Board: FUCTSS Lake Middle school Coach Rich Field Baseball, SCCC and I Rich Field Baseball,
Drive School + coach Bus For Riteway,
Please list three references:
Name Paul Bernard Rictiveld 262-622-2514 Party Rasching Many. Ritway. 262-677-3282
Josh Schoeman-county Holministrator 262-306-2200
Signature: The hold the state of the signature of the hold the signature of the signature o
Return completed form to: Village of Richfield 4128 Hubertus Road

Hubertus, WI 53033 (262) 628-2260

HENRY G. WALLENKAMP III

1128 Pine Meadow Court Hubertus, Wisconsin 53033

> (262) 628-1784 525-1211

EDUCATION:

University of Wisconsin-Madison Emphasis in Physical Education/Coaching Spring 1982 - Spring 1986

University of Wisconsin-Milwaukee Spring 1981 - Fall 1982

University of Wisconsin-Whitewater Fall 1980

Groundwater and Distribution Operator Certification

Interscholastic Coaches Education Program Diploma

WORK EXPERIENCE:

- Instructor, Counselor, and Building Supervisor Y.M.C.A., Brown Deer, WI
- × Instructor - Y.M.C.A., Madison, WI
- \triangleright Head Freshman Football Coach - Brown Deer High School, Brown Deer, WI
- \triangleright Assistant Junior Varsity Coach - Brown Deer High School, Brown Deer, WI
- Þ Assistant Football Coach - Madison West High School, Madison, WI
- Assistant Varsity Track Coach Brown Deer High School, Brown Deer, WI
- Assistant Girls Varsity Track Coach Madison East High School, Madison, WI
- Assistant Varsity Track Coach Nicolet High School, Glendale, WI
- Assistant Varsity Track Coach Wauwatosa East High School, Wauwatosa, WI
- Assistant Football Coach Nicolet High School, Glendale, WI
- Assistant Basketball Coach Nicolet High School, Glendale, WI
- Assistant Strength Coach Nicolet High School, Glendale, WI
- AAAAAAAA Head Varsity Volleyball - Brown Deer High School, Brown Deer, WI
- Þ Head Varsity Girls Basketball - Brown Deer High School, Brown Deer, WI
- > > Head Freshman Girls Basketball - Wauwatosa West High School, Wauwatosa, WI
- Head Varsity Golf Coach Brown Deer High School, Brown Deer, WI
- A A Assistant Varsity Track Coach - Cedarburg High School, Cedarburg, WI
- Assistant Strength Coach Cedarburg High School, Cedarburg, WI
- ۸ ۸ Assistant Football Coach - Cedarburg High School, Cedarburg, WI
- Assistant Varsity Track Coach Homestead High School, Mequon, WI
- Þ Assistant Varsity Volunteer Boys Basketball Coach - University School of Milwaukee, Mequon, WI
- Þ Head Freshman Girls Basketball Coach - Wauwatosa West High School, Wauwatosa, WI
- Þ Basketball and Track Coach - Brown Deer Recreation Department, Brown Deer, WI
- × Officiator - University of Wisconsin Intramural Sports
- \triangleright Officiator - Brown Deer Little League
- Basketball Summer Camp Coach Marquette University & U.W.-Green Bay

WORK EXPERIENCE - continued:

- Teacher Assistant University of Wisconsin-Madison, Madison, WI
 - * Football Activity Class (under Dr. Olsen)
 - *Aerobic Class (under Prof. Norton)

- Summer Drills Milwaukee Express Football
- Para-professional Brown Deer High School, Brown Deer, WI
- Sales Playmaker's Athletic Sport Shoes, Milwaukee, WI 2.5 years
- Sales Coca-cola of Milwaukee
- Bartender and Maintenance Augie's Tavern, Brown Deer, WI 8 years
- AAAAAA Department of Public Works - Village of Brown Deer, Brown Deer, WI
- Northeastern Caulking Construction Corporation Milwaukee, WI

HONORS:

- C.N.I. All Suburban Honorable Mention Coach of the Year 95-96
- Þ Brown Deer Citizens Award for performing CPR
- Ran Lake Front Marathon
- Won nine letters in high school for football, gymnastics, track and baseball
- Won All-Conference Kicker, 1979-1980
- AAAAAAAA University of Wisconsin - Whitewater football team member
- Walk-on football player, University of Wisconsin Madison, 1982
- Volleyball League Champions, 1988
- Member of Wisconsin High School Football and Basketball Associations
- Softball League Champions, 1987, 1988 (two teams)
- Þ Basketball League Champions, 1987
- Þ Badger State Games, 400 Relay - 2nd place in 1991, 1992, 1994, - 1st place 1993
- Skip Barber Racing School
- Participated in three triathlons for charities

VOLUNTEER WORK:

- Sunday school teacher, Christ Our Savior Church
- Coach Richfield Soccer & Little League Baseball, Germantown Rec. Basketball, Hartford Rec. Football
- AAAAAAA Assistant Tiger Scout Leader
- Director Track/Field Regional Badger State Games
- Coached punters and kickers for 12 years at Brown Deer H.S, eight of whom were selected all conference kickers
- Assisted mentally and physically disabled at Madison East High School
- Weight Room Advisor U.W. Madison and Brown Deer High School
- Children's Hospital of Milwaukee and Ronald McDonald House Golf Outing.
- Play-by-play and color man for Viacom football
- Þ Milwaukee Brewers Baseball Camp Assistant
- Host charity golf outing
- Wisconsin Special Olympics Coach

INTERESTS:

Hunting, fishing, bicycling, competing in various activities, reading, talking with people, observing Green Bay Packer football practices and other pro and college sports practices.

7a, 8b & 8c



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 4167 Pioneer Road (Tax Key: V10 0066) and

Rezoning petition from A-1 to A-2 – *Lofy Asset Trust, petitioner*

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PLAN COMMISSION AND VILLAGE ENGINEER FOR THE CREATION OF A ONE-LOT CSM AND THE RELATED REZONING REQUEST FROM A-1 TO A-2?

ISSUE SUMMARY:



The subject property is located at the southwest corner of Hillside Road and Pioneer Road is owned by Lofy Asset Trust. It is 48.40-acres and is zoned A-1, Exclusive Agricultural District. The property owner is looking to separate off the agricultural buildings from the balance of the land. This will create a One-Lot CSM that is 13.171 acres. The parent parcel is greater than 35-acres and pursuant to Code does not require a CSM. It also creates a parcel that is compliant with the lot design standards in our Village Code. On January 23, 2020 the Village Engineer reviewed the CSM and had no comments related to the changes on the face of the CSM. It is important to note, the CSM is not possible to approve without the approval of the corresponding Rezoning petition.

As previously mentioned, the petitioner is proposing to Rezone Lot 1 of the proposed CSM from A-1, Exclusive Agricultural District to A-2,

General Agricultural District. The minimum lot size requirement in this Zoning District is 10-acres. This proposed Rezoning is compliant with the Village's adopted Future Land Use Map which shows this property is being zoned "Single Family" and A-2 is an accepted class for "Single Family". On February 6th the Plan Commission held a meeting and the proposed rezoning and related CSM were recommended for approval to the Village Board. A Class II Public Hearing Notice for tonight's meeting ran in the <u>Daily News</u> on February 13th and 20th, respectively. Individuals were notified within 300' of the subject property, including those residents in the Town of Polk. The Village received one comment from Mr. Herb Lofy who stated the following:

"Jim, I got the information in regard to the public hearing about the rezoning for the Lofy Asset Trust. I looked it over and have no problem with either of the petitions." – Herb Lofy via email on February 13, 2020

FISCAL IMPACT:	REVIEWED BY:	
		Village Deputy Treasurer

Initial Project Costs: N/A Future Ongoing Costs: N/A

Physical Impact (on people/space): Subdivision of Land Residual or Support/Overhead/Fringe Costs: N/A



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 4167 Pioneer Road (Tax Key: V10 0066) and

Rezoning petition from A-1 to A-2 – Lofy Asset Trust, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

1. Letter dated January 23, 2020 from Village Engineer Ron Dalton

2. Ordinance O2020.02.01, An Ordinance for Rezoning of subject property from A-1 to A-2

3. Class II Public Hearing Notice

4. Memo dated February 10, 2020 to residents within 300' of subject property



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 4167 Pioneer Road (Tax Key: V10 0066) and

Rezoning petition from A-1 to A-2 – Lofy Asset Trust, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Rezoning

Motion to approve Ordinance O2020-02-01, an Ordinance to Rezone the Lofy Asset Trust for property located at 4167 Pioneer Road (Tax Key: V10_0066) from A-1, Exclusive Agricultural District to A-2, General Agricultural District as stated in the Ordinance, subject to the Village Board approving the proposed CSM.

CSM

Motion to approve the proposed One-Lot CSM for Lofy Asset Trust for property located at 4167 Pioneer Road (Tax Key: V10_0066) subject to the following Specific and General Conditions of Approval:

Specific Conditions of Approval:

- 1. The Plan Commission Signature Block be removed from page 3 of the CSM.
- 2. The Village Board approve the proposed Rezoning of the subject property from A-1 to A-2.

General Conditions of Approval:

- 1. Staff and Governmental Approval: Subject to the developer satisfying all comments, conditions and concerns of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include but not limited to the State of Wisconsin Department of Safety and Professional Services per Ch. 236, Wisconsin Statues and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of Transportation per Ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.
- 2. <u>Professional Fees:</u> Petitioner shall, on demand, reimburse the Village of all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
- 3. Payment of Charges: Any unpaid bills owned to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERK USE ONLY BOARD ACTION TAKEN



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 4167 Pioneer Road (Tax Key: V10_0066) and

Rezoning petition from A-1 to A-2 – Lofy Asset Trust, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY:

Jim Healy, Village Administrator

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Village Admir	fistrator
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Continued To:	
Referred To:	_
Denied	
File No.	
	Referred To: Denied



engineering | architecture | environmental | surveying landscape architecture | planning | economic development

262-204-2360 800-472-7372 FAX 262-375-2688 www.cedarcorp.com

January 23, 2020

Mr. James Healy, Village Administrator Village of Richfield 4128 Hubertus Road Hubertus, Wisconsin 53033

RE Lofy Asset Trust Certified Survey Map (CSM) and A-Z-Rezone Review

Dear Mr. Healy:

We have completed our review of the above referenced CSM received on January 16, 2020. The CSM was prepared by Donald J. Thoma P.L.S. of Accurate Surveying & Engineering LLP. It is our understanding that the proposed Land Division is being proposed under section 330 of the Village Code. We recommend approval of the proposed CSM.

We have the following comments and recommendations regarding the Rezoning Exhibit:

Rezoning Exhibit

Sheet 1: Add note "See Attached Exhibit "A" ".

Sheet 2: Provide and Exhibit "A"

Submitted data has been reviewed for conformance with generally accepted surveying practices and Village policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for compliance with all state and local codes, ordinances and procedures. Modification to the survey, etc., may be required should errors or changed conditions be found at a future date.

Please contact me at our Cedarburg office (phone 262-204-2341) if you require any additional information or if you have any questions.

Sincerely,

CEDAR CORPORATION

Ron Dalton, P.E.

Director/Office Manager

RD/MJR

Enclosure(s): As Noted

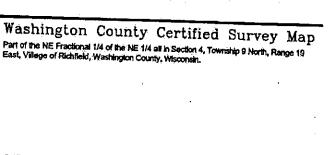
Cc: Donald J Thoma, Accurate Surveying & Engineering LLP, w/encl., via email

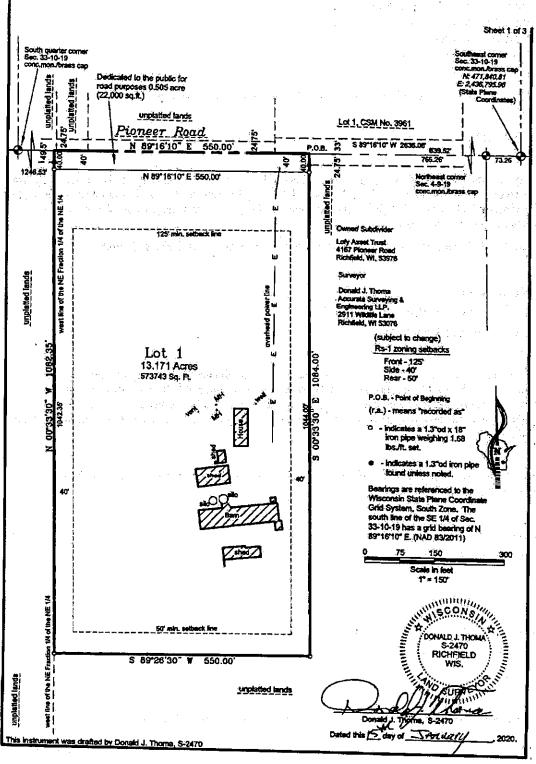
Cedarburg

Green Bay

Madison

Menomonie



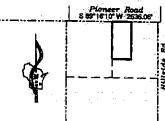


Washington County Certified Survey Map

Part of the NE Fractional 1/4 of the NE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

Location Sketch

NE 1/4 - Sec. 4-9-19 Scale: 1" = 2000



Surveyor's Certificate:

I, Donald J. Thoma, Professional Land Surveyor, hereby certify that by the direction of trustee David W. Lofy, I have surveyed, divided, mapped and dedicated the land shown and described hereon, being part of the NE Fractional 1/4 of the NE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of Section 33, Township 10 North, Range 19 East, thence S 89°16′10″ W, along the south line of said SE 1/4, 73.26 feet, to the Northeast corner of said Section 4; thence continuing S 89°16′10″ W, along the north line of said NE 1/4 of Section 4, 766.26 feet, to the point of beginning of lands herein described hence S 00°33′30″ E, parallel with the west line of said NE Fractional 1/4 of the NE 1/4, 1084.00 feet; thence S 89°26′30″ W, at right angles, 550.00 feet, to a point in said west line of the NE 1/4, 1084.00 feet, to a point in said north line of said NE 1/4; thence N 89°16′10″ E, along said north line of the NE 1/4, 550.00 feet, to the point of headlester. beginning. Containing 13.676 acres (595,743 square feet) more or less.

I further certify that I have fully compiled with the provisions of sec. 236.34 of Wiscorsin Statutes and the Village of Richfield Land Division Ordinance in surveying, dividing, and mapping said land, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

Storage 2020 MILLIONS



Owner's Certificate:

As owner/trustee, I hereby certify that I caused the land shown and described to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richfield Plan Commission Village of Richfield Village Board

STATE OF WISCONSIN)	David W. Lofy - Trustee	
WASHINGTON COUNTY)s,s Personally came before the this	day of, 202 the nwho executed the foregoing instrument as	above named trustee nd acknowledge
(Notary Seal)	Notary Public,	,Wisconsin
My commission expires		·

Sheet 3 c

Washington County Certified Survey Map

Part of the NE Fractional 1/4 of the NE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

This land divis	f Richfield on is hereby approve	d by the Villaci	e of Richfield S	den Commis	ssion ap	orovai;
his day of				CONTRACTOR		13 14
Joh	n Jeffords - Chairpen	90n	· .	Jim He	aly - Village Admin	
	Richfield		Board			:
	on is hereby approve					Rabi
Wage Board this	day of		,202		~~ + mago 01 (0G)	

This instrument was drafted by Donald J. Thoma. \$22470

Accurate (Surveying & Engineering LLP

Land Surveying, Developing and Consulting 2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120

January 15, 2020

RE: Legal description of area to be rezoned to $A \subset Lofy$ Asset Trust)

Part of the NE Fractional 1/4 of the NE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of Section 33, Township 10 North, Range 19 East; thence S 89°16'10" W, along the south line of said SE 1/4, 73.26 feet, to the Northeast corner of said Section 4; thence continuing S 89°16'10" W, along the north line of said NE 1/4 of Section 4, 766.26 feet, to the point of beginning of lands herein described; thence S 00°33'30" E, parallel with the west line of said NE Fractional 1/4 of the NE 1/4, 1084.00 feet; thence S 89°26'30" W, at right angles, 550.00 feet, to a point in said west line of the NE Fractional 1/4 of the NE 1/4; thence N 00°33'30" W, along said west line of the NE Fractional 1/4 of the NE 1/4, 1082.35 feet, to a point in said north line of said NE 1/4; thence N 89°16'10" E, along said north line of the NE 1/4, 550.00 feet, to the point of beginning.

Containing 13.676 acres (595,743 square feet) more or less.

See Attached Exhibit "A"

ORDINANCE 02020-02-01

AN ORDINANCE TO REZONE THE FOLLOWING PARCEL V10_0066 IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE

WHEREAS, the property owner, Lofy Asset Trust, is acting as the petitioner to rezone the following parcel of land, Tax Key: V10_0066 from A-1, Exclusive Agricultural District to A-2, General Agricultural District; and

WHEREAS, the property is proposed to be rezoned so the owner can separate off the agricultural buildings and divide the land via a One Lot CSM; and

WHEREAS, the property owner is also preparing an amendment to the Village's Future Transportation Map to show how public infrastructure could potentially be constructed on the subject property; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Village Board conducted a public hearing on February 27, 2020; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is consistent with the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE BE IT RESOLVED, the Village of Richfield Village Board, Washington County, Wisconsin ORDAINS AS FOLLOWS:

The subject property is hereby rezoned as described above and depicted in Exhibit A, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject property.

Section	2.	Effect	tiv	e	Date
---------	----	--------	-----	---	------

This ordinance shall be provided by law.		nd effect from and a	after its passage	e and posting or	publication as	
Adopted thisd	ay of, 20	020				
Attest:						
			J	ohn Jeffords, Vi	llage Presiden	ıt

Attest: Jim Healy, Village Administrator/Clerk

EXHIBIT A

V10 0066

Part of the NE Fractional 1/4 of the NE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.



(Class II Public Notice)

NOTICE OF PUBLIC HEARING

VILLAGE OF RICHFIELD

Thursday, February 27, 2020

PLEASE TAKE NOTICE:

Notice is hereby given, pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Village Board will conduct two (2) public hearing on Thursday, February 27, 2020 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the following:

- 1) Rezoning Petition by Lofy Asset Trust for property located at 4167 Pioneer Road zoned A-1, Exclusive Agricultural Property to be rezoned to A-2, General Agricultural District
- 2) Rezoning Petition by Lofy Asset Trust to rezone a portion of property identified by Tax Keys: V10_008400Z and V10_008700Z from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District

For information regarding these petitions, please contact Jim Healy, Village Administrator at (262)-628-2260. This application is available during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advanced notice as possible. Dated this 10th day of February 2020

Publication Dates:

February 13, 2020 February 20, 2020

Jim Healy Village Administrator Village of Richfield 4128 Hubertus Road Hubertus, WI 53033 (262)-628-2260



TO: Residents within 300' of 4167 Pioneer Road (Tax Key: V10 0066) – Rezoning Petition

FROM: Jim Healy, Village Administrator

CC: Lofy Asset Trust, Petitioner

DATE: February 10, 2020

SUBJECT: Rezoning Petition from A-1, Exclusive Agricultural District to A-2, General

Agricultural District



By way of background, the subject property is located at the southwest corner of Hillside Road and Pioneer Road. It is owned by Lofy Asset Trust. The land is 48.40-acres and is zoned A-1, Exclusive Agricultural District. The property owner is looking to separate off the agricultural buildings from the balance of the land. The subdivision of land will create a One-Lot Certified Survey Map (CSM) that is 13.171-acres. This subdivision of land will require the parcel to be rezoned so that it is compliant with our Zoning regulations. That is why you are receiving this notice. In accordance with Village Code, we notify property owners that are within 300' of the property boundary of all rezoning petitions, including Town of Polk residents. The "parent parcel", where the lot would be created from after the land division, is still greater than

35-acres and pursuant to Code is not required to be a part of the prepared CSM to subdivide the land.

The petitioner is proposing to rezone the proposed 13.171-acre parcel of the proposed CSM from A-1, Exclusive Agricultural District to A-2, General Agricultural District. The minimum lot size requirement in this Zoning District is 10-acres. This proposed Rezoning is compliant with the Village's adopted Future Land Use Map which shows this property as being zoned "Single Family" and A-2 is an accepted class for "Single Family". On February 6th, the Plan Commission recommended without objection that the proposed Rezoning petition be adopted following the conclusion of the scheduled Public Hearing.

The Village of Richfield sends these memos with all legal notices to better inform the public as to what is being proposed. Oftentimes, these notices are filled with legal jargon, referencing Tax Keys that are wholly unfamiliar to most residents, and make little sense to individuals who rarely deal with Zoning matters. We hope this helped clarify the petition being sought by the property owners. Should you have any questions, comments, or concerns, do not hesitate to contact me at your earliest convenience. I'll be happy to help in any way that I can.

7b, 8d&8e



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 2207 Hillside Road (Tax Key: V10 008400B) and

Rezoning petition from A-1 to Rs-3 – David W. Lofy and Mary J. Lofy, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTIONS: DOES THE PLAN COMMISSION WISH TO ACCEPT THE RECOMMENDATION OF THE VILLAGE ENGINEER FOR THE CREATION OF A ONE-LOT CSM AND THE RELATED REZONING REQUEST FROM A-1 TO RS-3?

ISSUE SUMMARY:



The subject property is located along Hillside Road, approximately 300' south of Wexford Drive. The property is owned by David W. Lofy and Mary J. Lofy. It is 2.01-acres and is zoned Rs-3, Single Family District. The property owner is looking to add a 30' buffer of yard around the perimeter of his property to bring his accessory structure into compliance with our residential setback requirements for detached structures. This will create a One-Lot CSM that is 2.119-acres, a diminutive addition to the property. On January 23, 2020 the Village Engineer reviewed the CSM and had no comments related to changes on the face of the CSM. It is important to note, the CSM is not possible to approve without the approval of the corresponding Rezoning petition.

As previously mentioned, the petitioner is proposing to Rezone the 30' buffer yard surrounding Lot 1 from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District. This proposed Rezoning is compliant with the Village's adopted Future Land Use

Map which shows this property is being zoned "Single Family". On February 6th the Plan Commission held a meeting and the proposed rezoning and related CSM were recommended for approval to the Village Board. A Class II Public Hearing Notice for tonight's meeting ran in the <u>Daily News</u> on February 13th and 20th, respectively. Individuals were notified within 300' of the subject property. The Village received no comments related to the request, except from an individual residing in the subdivision directly west of the subject property. His property was further away than 300' from the subject property boundary, but because he has an equal an undivided interest in the land, the Village notified every property owner in the subdivision pursuant to case law.

FISCAL IMPACT:	REVIEWED BY:
----------------	--------------

Initial Project Costs: N/A Future Ongoing Costs: N/A

Physical Impact (on people/space): N/A

Residual or Support/Overhead/Fringe Costs: N/A

Village Deputy Treasurer

ATTACHMENTS:

- 1. Letter dated January 23, 2020 from Village Engineer Ron Dalton
- 2. Ordinance O2020-02-02, an Ordinance for Rezoning the subject properties from A-1 to Rs-3
- 3. Class II Public Hearing Notice
- 4. Memo dated February 10, 2020 to residents within 300' of the subject property



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: One-Lot CSM for property located at 2207 Hillside Road (Tax Key: V10 008400B) and

Rezoning petition from A-1 to Rs-3 – David W. Lofy and Mary J. Lofy, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Rezoning

Motion to approve the petitioned rezoning for David W. Lofy and Mary J. Lofy for property located at 2207 Hillside Road (Tax Key: V10_008400B) from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District as stated in the Ordinance, subject to the Village Board approving the proposed CSM.

CSM

Motion to approve the proposed One-Lot CSM for David W Lofy and Mary J Lofy for property located at 2207 Hillside Road (Tax Key: V10_008400B) subject to the following Specific and General Conditions of Approval:

Specific Conditions of Approval:

- 1. The Plan Commission Signature Block be removed from page 3 of the CSM.
- 2. The Village Board approve the proposed Rezoning of the subject property from A-1 to Rs-3.

General Conditions of Approval:

- Staff and Governmental Approval: Subject to the developer satisfying all comments, conditions and concerns
 of the Village Planner, Village Engineer and all reviewing, objecting and approving bodies, which may include
 but not limited to the State of Wisconsin Department of Safety and Professional Services per ch. 236,
 Wisconsin Statues and Ch. SPS 385, Wisconsin Administrative Code; the State of Wisconsin Department of
 Transportation per ch. Trans. 236, Wisconsin Statutes, and Washington County; in regard to the Final Plat, and
 obtaining all necessary permits and approvals, and satisfaction of applicable requirements of State, federal and
 Village Codes, statutes lawful orders, prior to commencing recording of the Final Plat, whichever is earlier.
- 2. **Professional Fees:** Petitioner shall, on demand, reimburse the Village of all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
- 3. Payment of Charges: Any unpaid bills owned to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permits fees or any other fees owned to the Village shall be placed upon the tax roll for the Subject Property if not paid within 30 days of billing by the Village, pursuant to Section 66.0627, Wis. Stats. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of the conditional approval.



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

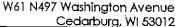
SUBJECT: One-Lot CSM for property located at 2207 Hillside Road (Tax Key: V10_008400B) and

Rezoning petition from A-1 to Rs-3 - David W. Lofy and Mary J. Lofy, petitioner

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jim Healy, Village Administrator

APPROVED FOR SUBMITTAL BY:	VILLAGE CLERK USE ONLY BOARD ACTION TAKEN	
Village Staff Member Village Administrator	Resolution No. Ordinance No. Approved Other	Continued To: Referred To: Denied File No.





engineering | architecture | environmental | surveying landscape architecture | planning | economic development

262-204-2360 800-472-7372 FAX 262-375-2688 www.cedarcorp.com

January 23, 2020

Mr. James Healy, Village Administrator Village of Richfield 4128 Hubertus Road Hubertus, Wisconsin 53033

RE: David & Mary Lofy Certified Survey Map (CSM) and Rs-3 Rezone Review

Dear Mr. Healy:

We have completed our review of the above referenced CSM received on January 16, 2020. The CSM was prepared by Donald J. Thoma P.L.S. of Accurate Surveying & Engineering LLP. It is our understanding that the proposed Land Division is being proposed under section 330 of the Village Code. We recommend approval of the proposed CSM.

We have the following comments and recommendations regarding the Rezoning Exhibit:

Rezoning Exhibit

Sheet 1: Add note "See Attached Exhibit "A""

Sheet 2: Add notes-"Exhibit "A" on top of sheet, Embolden are to be rezoned, move the area and square footage note to be fully readable, grey scale property line not included in rezoning effort.

Submitted data has been reviewed for conformance with generally accepted surveying practices and Village policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for compliance with all state and local codes, ordinances and procedures. Modification to the survey, etc., may be required should errors or changed conditions be found at a future date.

Please contact me at our Cedarburg office (phone 262-204-2341) if you require any additional information or if you have any questions.

Sincerely, .

CEDAR CORPORATION

Ron Dalton, P.E.

Director/Office Manager

RD/MJR

Enclosure(s): As Noted

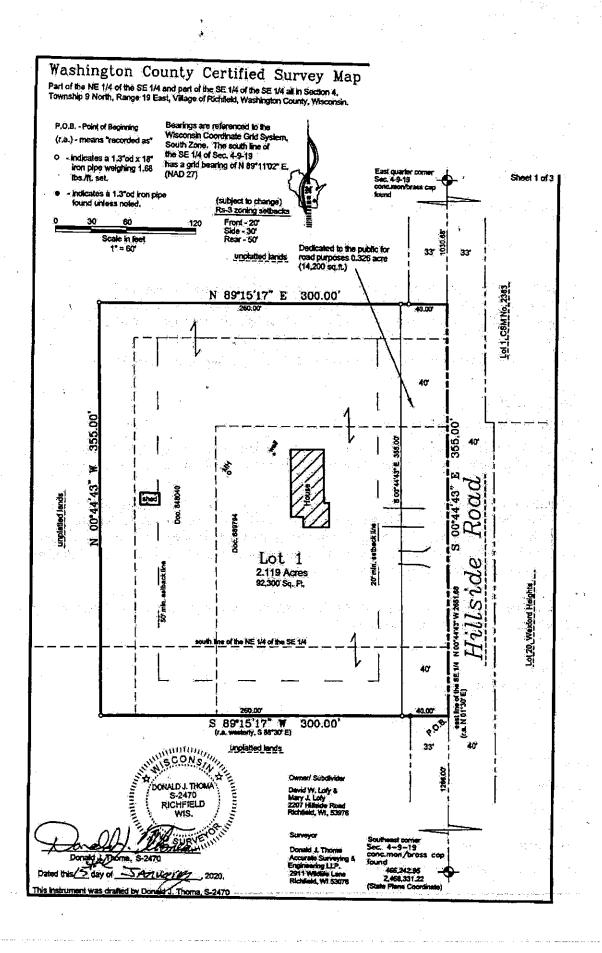
Cc: Donald J Thoma, Accurate Surveying & Engineering LLP, w/encl., via email

Cedarburg

Green Bay

Madison

Menomonie

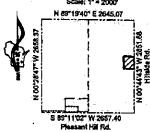


Washington County Certified Survey Map

Part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richitekt, Washington County, Wisconsin.

Location Sketch

SE 1/4 - Sec. 4-9-19 Scale: 1" = 2000"



Surveyor's Certificate:

i, Donald J. Thoma, Professional Land Surveyor, hereby cartify that by the direction of David W. Lofy, I have surveyed, divided, mapped and dedicated the land shown and described hereon, being part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE described as follows:

Commencing at the Southeast corner of said Section 4; thence N 00°44'43" W, along the east line of said SE 1/4, 1266.00 feet, to the point of beginning of lands herein described; thence S 89°15'17" W, at right angles, 355.00 feet; thence N 00°44'43" W, at right angles, 355.00 feet; thence N 89°15'17" E, at right angles, 300.00 feet, to a point in said east line of the SE 1/4; thence S 00°44'43" E, doing said east line of the SE 1/4, 355.00 feet, to the point of beginning.

Containing 2.445 acras (106,500 square feet) more or less.

I further certify that I have fully compiled with the provisions of sec. 236.34 of Wisconsin Statutes and the Village of Richfield Land. Division Ordinance in surveying, dividing, and mapping said land, and that this map is a correct representation of the exterior boundaries of the land surveyed and the division of said lands.

	Character of Sand Sands'
Dated this 15 day of Januar	2020.
_ ~	_
	WISCONG!
Laddld Illan	DONALD I THOMAS
Donald J. Thoma, S-2470	A A
S S	A COLUMN OF IT INCHES !
.	S-2470 E
=	Wis / S
<u></u>	Wis SURVE OUT
	WAO STIEVE OW
Owner's Certificate:	Mannan

Village of Richfield Plan Commission

As owners, we hereby certify that we caused the fand shown and described to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

Village of Richifield Village Board	David W. Lofy - Owner	
STATE OF WISCONSIN) WASHINGTON COUNTY)8,5	Mary J. Lofy - Owner	
Personally came before me this day of are to me known to be the same persons who the same.	of, 202, the executed the foregoing instrument	above named owners and acknowledge
(Notary Seal)	, Notary Public	188

Washington County Certified Survey Map
Part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 4.

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Alliga	OI W	ichțieia	Village	Plan	Commis	sion App	roval:	•	,
This land	division is h	ecepy approve	ed by the Village	s of Richflek	d Plan Commissio	সা	•		
this da	ay of		, 202						
						is set			
	- lefte	- San San							•
	JOUR PARK	ords - Chairper	son		Jim Heat	y - Village Adminis	strator/Clerk		
vanade		ं के केर जो ज	******	<u> </u>					•
					d Approv			-	
This land d	division is he	sreby approved				ne Village of Richs	eld .		
Village Board	thisr	day of		, 202,		in a The back of f	19 7	gathata	
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4 (<u>1</u>				1.5		No.	A Section		
and the second second	4								
	John Jeffor	rds - Village Pr	resident		Jim Healy -	Village Administra	ator/Clerk		-
	John Jeffor	rds - Village Pi	resident		Jim Healy -	Village Administr	alor/Clerk		
	John Jeffor	rds -Village Pi	resident		Jim Healy -	Village Administr	ator/Clerk		
	John Jeffg	rds - Village Pi	resident ()		Jim Healy	Vitage Administr	alia/Clerk		
	John Jeffd	rigs - Village Pi	resident ()		Jim Healy -	Village Administration	Sich Clark		
	John Jeffe	rige - Village Pi	resident () and		Jim Heay -	Vitage Administration of the control	Sich Control of the C		
	John Jeffe	ris - Village Pi	resident ()		Jan Heavy	Vitage Administration of the control	A CONTRACTOR OF THE CONTRACTOR		
	John Jeffo	riga - Village Pi			Jan Heavy	Vitage Admirist			
	John Jeffe	ds - Village Pr			Jan Heavy	Vitage Administration of the control			

Accurate Surveying & Engineering LLP

Land Surveying, Developing and Consulting 2911 Wildlife Lane, Richfield, WI 53076 Phone (262)677-2120

January 9, 2020

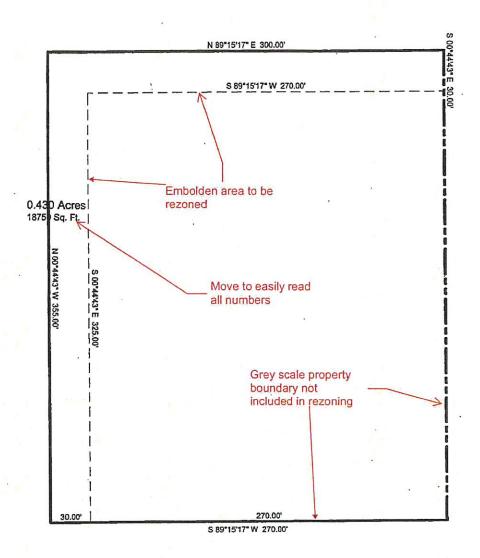
RE: Legal description of area to be rezoned to Rs-3

Part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 4; thence N 00°44'43" W, along the east line of said SE 1/4, 1266.00 feet; thence S 89°15'17" W, along the south line of lands described in Document Numbers 689794 and 848040, recorded in the Washington County Registry, 270.00 feet, being the point of beginning of lands herein described; thence continuing S 89°15'17" W, 30.00 feet; thence N 00°44'43" W, at right angles, 355.00 feet; thence N 89°15'17" E, at right angles, 300.00 feet, to a point in said east line of the SE 1/4; thence S 00°44'43" E, along said east line of the SE 1/4, 30.00 feet; thence S 89°15'17" W, at right angles and along the north line of said Document Number 848040, 270.00 feet; thence S 00°44'43" E, at right angles and along the west line of said Document Number 848040, 325.00 feet, to the point of beginning.

Containing 0.430 acre (18,750 square feet) more or less.

See Attached Exhibit "A"



ORDINANCE 02020-02-02

AN ORDINANCE TO REZONE A PORTION OF THE FOLLOWING PARCELS V10_008400Z AND V10_008700Z IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE

WHEREAS, the property owner, David W Lofy, Mary J Lofy are acting as the petitioners to rezone the a portion of the following parcels of land identified by Tax Keys: V10_008400Z and V10_008700Z from A-1, Exclusive Agricultural District to RS-3, Single Family Residential District; and

WHEREAS, the property is proposed to be rezoned so the owner can legalize the detached structure on the subject property by taking a 30' buffer around the perimeter of their land; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Village Board conducted a public hearing on February 27, 2020; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is consistent with the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE BE IT RESOLVED, the Village of Richfield Village Board, Washington County, Wisconsin ORDAINS AS FOLLOWS:

Section 1. Zo	ning Map	Change
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The subject property is hereby rezoned as described above and depicted in Exhibit A, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject property.

Section 2. Effective Date

This ordinance shaprovided by law.	all be in full fo	orce and effect	from and after	its passa	age and posting or publication as
Adopted this	day of	, 2020			
Attest:					
				_	John Jeffords, Village President
			•		

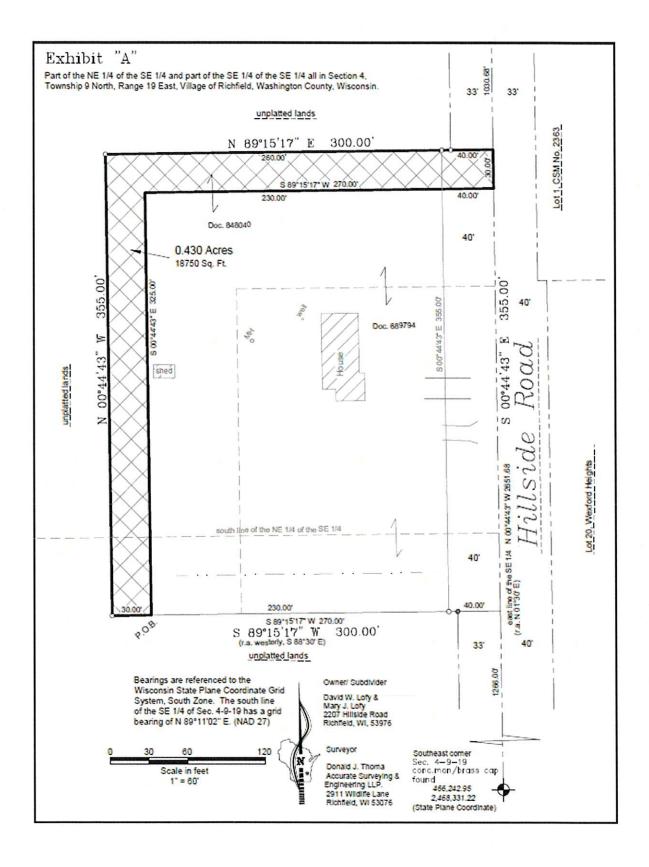
Attest: Jim Healy, Village Administrator/Clerk

EXHIBIT A

Part of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 4, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said Section 4; thence N 00°44'43" W, along the east line of said SE 1/4, 1266.00 feet; thence S 89°15'17" W, along the south line of lands described in Document Numbers 689794 and 848040, recorded in the Washington County Registry, 270.00 feet, being the point of beginning of lands herein described; thence continuing S 89°15'17" W, 30.00 feet; thence N 00°44'43" W, at right angles, 355.00 feet; thence N 89°15'17" E, at right angles, 300.00 feet, to a point in said east line of the SE 1/4; thence S 00°44'43" E, along said east line of the SE 1/4, 30.00 feet; thence S 89°15'17" W, at right angles and along the north line of said Document Number 848040, 270.00 feet; thence S 00°44'43" E, at right angles and along the west line of said Document Number 848040, 325.00 feet, to the point of beginning.

Continued on page 2 with visual exhibit.



(Class II Public Notice)

NOTICE OF PUBLIC HEARING

VILLAGE OF RICHFIELD

Thursday, February 27, 2020

PLEASE TAKE NOTICE:

Notice is hereby given, pursuant to Section 19.84, Wis. Stats., and provisions of the Village of Richfield Code of Ordinances, that the Village of Richfield Village Board will conduct two (2) public hearing on Thursday, February 27, 2020 at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI 53033 to consider the following:

- 1) Rezoning Petition by Lofy Asset Trust for property located at 4167 Pioneer Road zoned A-1, Exclusive Agricultural Property to be rezoned to A-2, General Agricultural District
- 2) Rezoning Petition by Lofy Asset Trust to rezone a portion of property identified by Tax Keys: V10_008400Z and V10_008700Z from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District

For information regarding these petitions, please contact Jim Healy, Village Administrator at (262)-628-2260. This application is available during normal business hours. All interested parties will be heard. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's Office at (262)-628-2260 with as much advanced notice as possible. Dated this 10th day of February 2020

Publication Dates:

February 13, 2020 February 20, 2020

Jim Healy Village Administrator Village of Richfield 4128 Hubertus Road Hubertus, WI 53033 (262)-628-2260



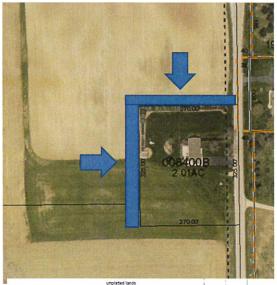
TO: Residents within 300' of Tax Keys: V10 008400Z and V10 008700Z - Rezoning Petition

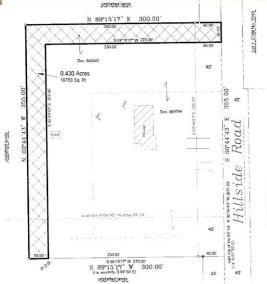
FROM: Jim Healy, Village Administrator

CC: Lofy Asset Trust, petitioners

DATE: February 10, 2020

SUBJECT: Rezoning Petition from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District





The subject property, 2207 Hillside Road, is located approximately 300' south of Wexford Drive. The property is owned by David W. Lofy and Mary J. Lofy. This property is zoned Rs-3, Single Family District. The property owners are looking to add a 30' of yard around the perimeter of his residential property to bring his accessory structure (shed) into compliance with our residential building setback requirements. The land that is proposed to be added to the property where Mr. and Mrs. Lofy live is also owned by Mr. and Mrs. Lofy under the name "Lofy Asset Trust".

As part of the boundary line relocation, the petitioner is proposing to Rezone the 30' buffer yard from A-1, Exclusive Agricultural District to Rs-3, Single Family Residential District so that the property does not have dual zoning classifications. This proposed Rezoning is compliant with the Village's adopted Future Land Use Map which shows this property as being zoned "Single Family". By Code, we notify parcels that are within 300' of the property boundary of all rezoning petitions- which is why you are receiving this legal notice and memo.

On February 6th, the Plan Commission recommended approval of the proposed Rezoning petition to the Village Board. The Village sends these memos with all legal notices to better inform the public as to what is being proposed. Oftentimes, these notices are filled with legal jargon, referencing Tax Keys that are wholly unfamiliar to most residents, and make little sense to individuals who rarely deal with Zoning matters. We hope this helped clarify the petition being sought by the property owners. Should you have any questions, comments, or concerns, do not hesitate to contact me at your earliest convenience. I'll be happy to help in any way that I can.



VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: 2020 Highway Improvement Program - Awarding of Contract

DATE SUBMITTED: February 20, 2020

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE VILLAGE ENGINEER FOR THE AWARDING OF A CONTRACT FOR THE 2020 HIGHWAY IMPROVEMENT PROGRAM?

ISSUE SUMMARY:

On February 14th, the Village held its bid opening for the 2020 Highway Improvement Program. The Village received proposals from two (2) contractors, Stark Asphalt and Payne & Dolan. Per the adopted Capital Improvement Plan and 2020 Budget, the proposal was for the following work:

- Base Bid A: Hubertus Road from Hillside Road to St. Hubert's Drive
- Base Bid B: Hubertus Road from St. Hubert's Drive to Mayfield Road
- Base Bid C: Elmwood Road from STH 164 to Hillside Road
- Alternate 1: Elmwood Road from Hillside Road to Scenic Road
- Alternate 2: Jeneris Court
- Alternate 3: Nostalgic Drive
- Alternate 4: Coventry Court
- Alternate 5: Patriot Court
- Alternate 6: Kreuser's Ridge

	Base Bid	Base Bid B	基础的 企业保险价值 使	<u>Alternate</u>	Alternate	Alternate	<u>Alt. 4</u>	<u>Alt 5</u>	<u>Alt 6</u>
	<u>A</u>		<u>C</u>	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		<u>3</u>			
Stark Asphalt	\$554,786	\$364,547.30	\$457,727	\$457,727	\$116,272	\$93,867	\$87,917	\$45,102	\$218,925
Payne & Dolan	\$498,090	\$311,700	\$398,350	\$396,350	\$105,670	\$90,700	\$84,400	\$39,000	\$203,800

TOTAL Stark Asphalt Base Bid: \$1,377,050.30

TOTAL Payne & Dolan Base Bid: \$1,208,140

The Village's Engineer has recommended that we accept the low bid of \$1,208,140, plus Alternate 2 and Alternate 6 for a total contract amount of \$1,517,610. It is important to note that the Village Engineer, Mr. Mitch Leisses, believes that while this contact amount is \$17,610 over our projected budget for this year, the historical quantities have come in under budget and he believes this year will be no different. Worst case scenario, the Village has the ability to administratively perform a "journal entry" to reallocate money within the Department of Public Works budget.

Please take note of the "per mile prices" of the two (2) miles of Hubertus Road and the one (1) mile of Elmwood Road proposed for 2020. These costs are much greater than the estimated per mile costs we've seen in the past and based budgeting figures on. Originally, our estimated commodity prices per ton of asphalt were projected to be around \$46.00/tn. We then revised our estimated bidding estimate to \$55.00/tn. based on market conditions in the global economy. The prices came in considerably more than those estimates as you can see from the bid tabulation. As the cost of asphalt rises, the amount of projected work to be completed is reduced, unfortunately.

Hubertus Road (Hillside to St. Hubert's Drive): 1.0 Mile

Hubertus Road (St. Hubert's Drive to Mayfield Road): 1.0 Mile

Elmwood Road (STH 164 to Hillside Road): 1.0 Mile

Kreuser's Ridge: 0.50 Mile

Jencris Court: 0.18 Mile

TOTAL MILES: 3.68

In 2019, Scenic Road (from CTH Q to Willow Creek Road), Monches Road (from Scenic Road to Hillside Road), Monches Road (from Plat Road to St. Augustine), Hubertus Road (from Plat Road to Friess Lake Road), areas in Reflections Village, and the Wooded Ridge Subdivision were improved. The amount of work was approximately 5.4 miles. It was reported in 2019, that the Village's PASER score went from a weighted 6.239 in 2017 to a 6.407. Our goal is by the end of our road referendum funding cycle that we are at a 7.0 on the PASER scale.

Village Engineer Mitchell Leisses will be on-hand to answer any questions the Village Board may have regarding the proposed 2020 Highway Improvement Program. Once the contract has been awarded, a Pre-Construction meeting will take place and notices will be mailed to property owners along the corridor. It is anticipated construction will be completed in early spring of 2020, likely during the month of June.

FISCAL IMPACT:		RI	EVIEWED BY:		
	ï			Village Deputy Treasu	rer
Initial Project Costs: \$1,517,610					•

Initial Project Costs: \$1,517,610 Future Ongoing Costs: Maintenance

Physical Impact (on people/space): Improvement on 3.68mi of road length

Residual or Support/Overhead/Fringe Costs:

ATTACHMENTS:

1. Letter dated February 20, 2020 from Village Engineer Mitchell Leisses

STAFF RECOMMENDATION:

Motion to accept the recommendation of Village Engineer Mitchell Leisses to award the 2020 Highway Improvement Program contract to Payne & Dolan, Inc. of Waukesha in the stated amount of \$1,517,610 which comprises Base Bid A, B, C, Alternate 2, and Alternate 6.

D, C, Antomato 2, and Antomato of				- '-							
APPROVED FOR SUBMITTAL BY:	VILLAGE CLERK USE ONLY BOARD ACTION TAKEN										
Witage Statt Momber	Resolution No. Ordinance No.		Continued To: Referred To:	. · · ·							
2211	ApprovedOther		Denied File No.								
Village Administrator	-	<i>:</i> ·		• • • • • • • • • • • • • • • • • • • •							



107 PARALLEL STREET BEAVER DAM, WI 53916

1115 S MAIN STREET WEST BEND, WI 53095

920-356-9447 FAX 920-356-9454 KUNKELENGINEBRING.COM February 20, 2020

Mr. Jim Healy, Village Administrator Village of Richfield 4128 Hubertus Road Hubertus, WI 53033

Re: 2020 Highway Improvement Program

Construction Contract Award - Recommendation

Dear Mr. Healy:

Please find accompanying this transmittal the Bid Tabulation for the 2020 Highway Improvement Program that was bid on February 14, 2020. As is evident, Payne & Dolan, Inc., from Waukesha, Wisconsin submitted low bids as outlined below:

•	Base Bid A: Hubertus Rd from Hillside to St. Hubertus Rd	\$498,090.00
•	Base Bid B – Hubertus Rd from St. Hubertus to Mayfield Rd	\$311,700.00
•	Base Bid C- Elmwood Rd from STH 164 to Hillside Rd	\$398,350.00
•	Alternate 1 - Elmwood Rd from Hillside to Scenic Rd	\$396,350.00
•	Alternate 2 – Jencris Ct	\$105,670.00
•	Alternate 3 – Nostalgic Dr	\$ 90,700.00
•	Alternate 4 – Coventry Ct	\$ 84,400.00
•	Alternate 5 – Patriot Ct	\$ 39,000.00
•	Alternate 6 – Kreuser Ridge	\$203,800.00

Based upon our analysis and our understanding of the Contractor's past work efforts, we heretofore recommend that the Village of Richfield award a construction contract to Payne & Dolan, Inc., from Waukesha, Wisconsin for the 2020 Highway Improvement Program for the base bid amount of \$1,208,140.00; plus Alternate 2, \$105,670.00; and Alternate 6, \$203,800.00, for a total contract amount of \$1,517,610.00. Work efforts are anticipated to commence in spring 2020.

Jim, should either you or the Village Board have any questions or comments regarding this transmittal, please feel free to contact me at your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

Mitchell Leisses Project Manager

Enclosure

cc: John Jeffords, Village President Brett Thicke, DPW Supervisor

Dan Markeland, Payne & Dolan, Inc.



BID TABULATION Village of Richfield 2020 Highway Improvement Program Rebid Friday, February 14, 2020 10:00am

The second second	Triady, Fostidary 1-1, 2020 Total	*			Payne & Dolan, Inc. Waukesha, Wl				Stark Pavement Corporation Brookfield, WI			
Item No.	Base Bid A - Hubertus Rd from Hillside Rd	Quantity	Unit	1025	Unit Price	F- 4	Total	L	Unit Price	100	Total	
1	Pulverize Asphalt Pavement	11,000	SY	\$	1.50	\$	16,500.00	\$	1.60	\$	17,600.00	
2	Mill Asphalt Pavement, 2-Inch Depth	2,500	SY	\$	0.10	\$	250.00	\$	2.45	\$	6,125.00	
3	Mill Asphalt Pavement, Full Depth	10,000	SY	\$	3.00	\$	30,000.00	\$	3.65	\$	36,500.00	
4	Undercutting and Base Course Material	500	CY	\$	25.00	\$	12,500.00	\$	45.90	\$	22,950.00	
5	Dense Graded Base, 3/4-Inch	800	TN	\$	22.00	\$	17,600.00	\$	24.42	\$	19,536.00	
6	Hot Mix Asphalt Pavement	6,200	TN	\$	59.95	\$	371,690.00	\$	59.50	\$	368,900.00	
7	Hot Mix Asphalt Curb	2,000	LF	\$	0.50	\$	1,000.00	\$	2.60	\$	5,200.00	
8	Topsoil and Seeding	5,100	SY	\$	4.00	\$	20,400.00	\$	8.75	\$	44,625.00	
9	Remove and Replace Steel Plate Beam Guard	300	LF	\$	75.00	\$	22,500.00	\$	33.50	\$	10,050.00	
10	Erosion Control	1	LS	\$	150.00	\$	150.00		5,500.00	\$	5,500.00	
11	Traffic Control and Access	1	LS	\$	3,000.00	\$	3,000.00		15,300.00	_	15,300.00	
12	Contract Allowance for Materials and Compaction Testing	1	LS	\$	2,500,00	\$	2,500.00	\$	2,500.00	\$	2,500.00	

	Total Base Bid A: \$	498,090.00	Total Base Bid A: \$	554,786.00
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				Payne & Dolan, I Waukesha, Wi				Stark Pavement Corp Brookfield, WI	on
Item No.	Base Bid B - Hubertus Rd from St. Hubertus Rd	Quantity	Unit	Unit Price	7 3	Total	cai 1	Unit Price	Total
13	Pulverize Asphalt Pavement	11,000	SY	\$ 1.50	\$	16,500.00	\$	1.70	\$ 18,700.00
14	Mill Asphalt Pavement, 2-Inch Depth	2,500	SY	\$ 0.10	\$	250.00	\$	2.45	\$ 6,125.00
15	Undercutting and Base Course Material	1,100	CY	\$ 25.00	\$	27,500.00	\$	44.33	\$ 48,763.00
16	Dense Graded Base, 3/4-Inch	500	TN	\$ 22.00	\$	11,000.00	\$	24.42	\$ 12,210.00
17	Hot Mix Asphalt Pavement	4,000	TN	\$ 59.95	\$	239,800.00	\$	59.50	\$ 238,000.00
18	Topsoil and Seeding	3,000	SY	\$ 4.00	\$	12,000.00	\$	8.75	\$ 26,250.00
19	Erosion Control	1	LS	\$ 150.00	\$	150.00	\$	3,000.00	\$ 3,000.00
20	Traffic Control and Access	1	LS	\$ 3,000.00	\$	3,000.00	\$	9,556.00	\$ 9,556.00
21	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 1,500.00	\$	1,500.00	\$	1,500.00	\$ 1,500.00

Total Base Bid B:	\$ 311,700.00	Total Base Bid B:	\$	364,104.00
	- 10/2	Poad ac:	2	364 547 30

				Payne & Dol Waukesha				Stark Pavement Corp Brookfield, WI		ion
Item No.	Base Bid C - Elmwood Rd from STH 164	Quantity	Unit	Unit Price	and a	Total	27.5	Unit Price	N/E	Total
22	Pulverize Asphalt Pavement	15,000	SY	\$ 1	.50	\$ 22,500.00	\$	1.60	\$	24,000.00
23	Mill Asphalt Pavement, 2-Inch Depth	2,500	SY	\$ 0	.10	\$ 250.00	\$	2.45	\$	6,125.00
24	Undercutting and Base Course Material	1,500	CY	\$ 30	.00	\$ 45,000.00	\$	45.90	\$	68,850.00
25	Dense Graded Base, 3/4-Inch	600	TN	\$ 22	.00	\$ 13,200.00	\$	24.42	\$	14,652.00
26	Hot Mix Asphalt Pavement	5,000	TN	\$ 59	.95	\$ 299,750.00	\$	59.50	\$	297,500.00
27	Topsoil and Seeding	4,000	SY	\$ 3	.00	\$ 12,000.00	\$	8.75	\$	35,000.00
28	Erosion Control	1	LS	\$ 150	.00	\$ 150.00	\$	3,500.00	\$	3,500.00
29	Traffic Control and Access	1	LS	\$ 3,000	.00	\$ 3,000.00	\$	5,600.00	\$	5,600.00
30	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 2,500	.00	\$ 2,500.00	\$	2,500.00	\$	2,500.00

Total Base Bid C:	\$ 398,350.00	Total Base Bid C:	\$ 457,727.00
Total Base Bid A + B + C:	\$ 1,208,140.00	Total Base Bid A + B + C:	\$ 1,376,617.00

Read as: \$ 1,377,050.30



BID TABULATION Village of Richfield 2020 Highway Improvement Program Rebid Friday, February 14, 2020 10:00am

					Payne & Dolan, I Waukesha, Wi				Stark Pavement Corp Brookfield, Wi	4.5	lon
Item No.	Alternate 1 Elmwood Rd from Hillside Rd	Quantity	Unit	tan 1987 e	Unit Price	7.00	Total	सम्बंध	Unit Price	72.77	Total
31	Pulverize Asphalt Pavement	15,000	SY	\$	1,50	\$	22,500.00	\$	1.60	\$	24,000.00
32	Mill Asphalt Pavement, 2-Inch Depth	2,500	SY	\$	0.10	\$	250.00	\$	2.45	\$	6,125.00
33	Undercutting and Base Course Material	1,500	CY	\$	30.00	\$	45,000.00	\$_	45.90	\$	68,850.00
34	Dense Graded Base, 3/4-Inch	600	TN	\$	22.00	\$	13,200.00	\$	24.42	\$	14,652.00
35	Hot Mix Asphalt Pavement	5,000	TN	\$	59.95	\$	299,750.00	\$	59.50_	\$	297,500.00
36	Topsoil and Seeding	4,000	SY	\$	3.00	\$	12,000.00	\$	8.75_	\$	35,000.00
37	Erosion Control	1	LS	\$	150.00	\$	150.00_	\$	3,500.00		3,500.00
38	Traffic Control and Access	1	LS	\$	1,000.00	\$	1,000.00	\$	5,600.00	\$_	5,600.00
39	Contract Allowance for Materials and Compaction Testing	1	LS	\$	2,500.00	\$	2,500.00	\$	2,500.00	\$	2,500.00

	_			•	457,727.00
		396.350.00 l	Total Alternate 1:		
Total Alternate 1:					

				Payne & Dolan, Waukesha, W		Stark Pavement Corporation Brookfield, WI			
Item No.	Alternate 2 - Jencris Court	Quantity	Unit	Unit Price	Total	President Unit Price	Total		
40	Pulverize Asphalt Pavement	3,800	SY	\$ 2.30	\$ 8,740.00				
	Mill Asphalt Pavement, 2-Inch Depth	300	SY	\$ 0.10	\$ 30.00				
	Undercutting and Base Course Material	400	CY	\$ 30.00	\$ 12,000.00				
	Dense Graded Base, 3/4-Inch	100	TN	\$ 35.00	\$ 3,500.00				
44	Hot Mix Asphalt Pavement	1,200	TN	\$ 65.00	\$ 78,000.00	·			
45	Topsoil and Seeding	750	SY	\$ 3.00	\$ 2,250.00				
	Erosion Control	1	LŞ	\$ 150.00	\$ 150.00_	\$ 2,000.00			
47	Traffic Control and Access	1	LS	\$ 500.00	\$ 500.00	\$ 3,500.00			
	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		

2.70				
Total Al	ternate 2: \$	105,670.00	Total Alternate 2:	116,272.50

			•	Payne & Dolan, Waukesha, W			Stark Pavement Cor Brookfield, W	A commence of	on
Item No.	Alternate 3 - Nostalgic Drive	Quantity	Unit	Unit Price	2750	Total	Unit Price	r Bergie	Total
	Mill Asphalt Pavement, Full Depth	3,500	SY	\$ 3.50	\$	12,250.00	·		6,650.00
	Dense Graded Base, 3/4-Inch	100	TN	\$ 2.00	\$	200.00			2,255.00
	Hot Mix Asphalt Pavement	1,200	TN	\$ 63.00	\$	75,600.00	·	_	71,400.00
52	Topsoil and Seeding	750	SY	\$ 2.00	\$	1,500.00			6,562.50
	Erosion Control	1	LS	\$ 150.00	\$	150.00			3,500.00
54	Traffic Control and Access	1	LS	\$ 500.00	\$	500.00			3,000.00
	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 500.00	\$	500.00	\$ 500.00	\$	500.00

Total Alternate 3:	S	90,700,00	Total Alternate 3:	\$	93,867.50
TOTAL ALTOTTACO V.	Ψ	00,100.00		<u> </u>	



BID TABULATION Village of Richfield

2020 Highway Improvement Program Rebid Friday, February 14, 2020 10:00am

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				Payne & Dolan, Inc. Waukesha, Wi			Stark Pavement Corporation Brookfield, WI			
Item No.	Alternate 4 - Coventry Court	Quantity	Unit	Unit Price	3,00	Total	Unit Price	· · · · · · · · · · · · · · · · · · ·	Total	
56	Mill Asphalt Pavement, Full Depth	3,500	SY	\$ 3.50	\$	12,250.00	\$ 1.90	\$	6,650.00	
57	Dense Graded Base, 3/4-Inch	100	TN	\$ 2.00	\$	200.00	\$ 22.55	\$	2,255.00	
58	Hot Mix Asphalt Pavement	1,100	TN	\$ 63.00	\$	69,300.00	\$ 59.50	\$	65,450.00	
59	Topsoil and Seeding	750	SY	\$ 2.00	\$	1,500.00	\$ 8.75	\$	6,562.50	
60	Erosion Control	1	LS	\$ 150.00				\$	3,500.00	
61	Traffic Control and Access	1	LS					_	3,000.00	
62	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 500.00	\$	500.00	\$ 500.00	\$	500.00	
					T &	04 400 00	Todal Altamada da	۱.	07.047.50	
				Total Alternate 4:	\$	84,400.00	Total Alternate 4:	5	87,917.50	
				Payne & Dolan, I	inc	Allery Quertalla, Chick	Stark Pavement Corp	oraf	ion is seen	
				Waukesha, W			Brookfleid, W			
Item No.	Alternate 5 - Patriot Court	Quantity	Unit		T	Total	Unit Price		Total	
	Mill Asphalt Pavement, Full Depth	1.500	SY		\$	and the first of the second		s	2,850.00	
64	Dense Graded Base, 3/4-Inch	- 50	TN						1,127.50	
65	Hot Mix Asphalt Pavement	500	TN		_				29,750.00	
66	Topsoil and Seeding	500	SY				<u> </u>		4,375.00	
67	Erosion Control	1	LS		-			\$	3,500.00	
68	Traffic Control and Access	1	LS	\$ 500.00	1 \$	500.00	\$ 3,000.00	\$	3,000.00	
69	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 500.00	\$			\$	500.00	
٠.										
			1	Total Alternate 5:	: \$	39,000.00	Total Alternate 5:	\$	45,102.50	
		24. J. T. C.								
				Payne & Dolan i	2 44 4		Stark Pavement Corr	20 0000	ion	
				Waukesha, W	100		Brookfield, Wi			
Item No.	Alternate 6 Kreuser Ridge	Quantity			12.2	Total	Unit Price	1.1 (b) 1.25 (3)	Total	
70	Mill Asphalt Pavement, Full Depth	10,000	SY		_				20,500.00	
71	Dense Graded Base, 3/4-Inch	250	TN		_				7,250.00	
72	Hot Mix Asphalt Pavement	2,600	TN						157,300.00	
73	Topsoil and Seeding	2,500	SY		-	- 1			21,875.00	
74	Erosion Control	1	LS		Ť				4,500.00	
75	Traffic Control and Access	1	LS				1		6,500.00	
76	Contract Allowance for Materials and Compaction Testing	1	LS	\$ 1,000.00	\$	1,000.00	\$ 1,000.00	\$	1,000.00	
				Total Alternate 6:	: \$	203,800.00	Total Alternate 6:	\$	218,925.00	

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VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: Washington County - Petition for "Camping Cabin Campground" in Glacier Hills

Park

DATE SUBMITTED: February 21, 2020

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ALLOW THE EXPANDED USE OF GLACIER HILLS PARK FOR CAMPING VIA THE COUNTY'S PROPOSED ORDINANCE?

ISSUE SUMMARY:

FISCAL IMPACT:

In late December, Village Staff met Mr. Eric Hyde, Parks and Trail Manager for Washington County, at Glacier Hills Park to tour the facilities. At that time, he expressed the County's desire to construct 4-5 cabins on their property which would be available to the general public to rent on online sites such as Vacation Rental By Owner (VRBO) or Air BnB. Recognizing that these enumerated uses are not presently expressly permitted in the P-1, Parks and Recreation District they have come to the Village requesting that we outline the process to either obtain a permit for camping campground per Village Ordinance and update the ordinance to make campgrounds a listed use in public parks.

In January, they requested comment from the Village Board on their future proposed plan for Glacier Hills Park. The Village Board opined that they would like to see this area of law regulated as a Conditional Use. For the convenience of the Board, I have included the new Conditional Use administration Ordinance that has been reviewed by the Zoning Code Subcommittee and has been provided to the Plan Commission. The requested changes are nominal as you can see in the attached letter dated February 12, 2020 from Mr. Hyde, but the changes do have a significant impact on the potential future development of the park.

Village Attorney John Macy has not reviewed the proposed Ordinance, but will in advance of our meeting in March.

REVIEWED RV

I IDCAD IMI ACI.	REFERENCE DI.					
	Village Deputy Treasurer					
Initial Project Costs: Not applicable						
Future Ongoing Costs: Not applicabl	e .					
Physical Impact (on people/space): F	urther development of Washington County's Glacier Hills Park					
Residual or Support/Overhead/Fringe	e Costs: Not applicable					
ATTACHMENTS:						
 Letter dated February 12, 2020 to DRAFT Conditional Use Add 	from Mr. Eric Hyde, Parks and Trails Manager ministration Ordinance					
STAFF RECOMMENDATION:						
Forthcoming.						



VILLAGE OF RICHFIELD VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT:	Washington County	 Petition for "Camping 	Cabin Campground"	in Glacier Hills
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January Committee Co

Park

DATE SUBMITTED: February 21, 2020

SUBMITTED BY: Jim Healy, Village Administrator

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APPROVED FOR SUBMITTAL BY:	the state of the second	VILLAGE CLE BOARD ACT	RK USE ONLY ION TAKEN		
	Resolution No.		Continued To:	. *	1.00
Village Staff Member	Ordinance No.		Referred To:		100
$\langle \langle \langle 1201 \times \rangle \rangle $	Approved		Denied		
Jn 5 ()	Other		File No		
Village Administrator				•	
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Planning and Parks Department

Jamie Ludovic, Central Services Director

Debora Sielski, Deputy Planning and Parks Administrator

Eric Hyde, Parks & Trails Manager

Iblic Agency Center 1 Street, Suite 2300 P.O. Box 2003 nd, WI 53095-2003 (262) 335-4445 -ax: (262) 335-6868 O.Washington.wi.us shington.wi.us/PPD

Date: 2/12/20

To: Village of Richfield

From: Washington County Planning & Parks

RE: Follow up from 1/23/20 Village Board Meeting: Ordinance Revision Request (Campgrounds)

At the past January Village of Richfield Board Meeting (1/23/20), the Board requested that Washington County Park Staff work with the County's Attorney's Office to draft a revision to 70.207D.2. of Village Code to clearly distinguish that camping cabin campgrounds at Glacier Hills County Park are an allowable conditional use. ATCP 79 defines campgrounds as providing campsites offered with or without charge, for temporary overnight sleeping accommodations. Campsites are composed of camping units which are defined as a structure, including a tent, camping cabin, yurt, recreational vehicle, mobile home, or manufactured home, bus, van, or pickup truck. Since camping cabins are clearly defined in ATCP 79 and SPS 327 there is no need to call out camping cabins specifically in Village Ordinance. The County Attorney's Office recommended simply clarifying the specific County Park and updating the State Administrative Code references (add ACTP 79 and SPS 327 and remove HFS 178 which no longer exists. See below for the requested ordinance revision.

"70.207D.2. Campgrounds, including campgrounds located in Glacier Hills County Park, licensed under and operated in conformance with the requirements of HFS 178 ATCP 79 and SPS 327 of the Wisconsin Administrative Code that meet the following additional conditions and requirements"

We are asking the Village Board to approve this Ordinance Revision at the upcoming February 27th Village Board Meeting. Our next step would be to meet with the Plan Commission, submit a 'Business Plan of Operation Application', and get on the March 5th Plan Commission Meeting. Following that are intent is to come back to the Village Board Meeting on March 19 where the Village would hold a Public Hearing on the ordinance revision. We would look to have the Conditional Use Application brought forward in April for approval.

Sincerely,

ERIC HYDE

Parks & Trails Manager

E: eric.hyde@co.washington.wi.us

O: (262) 335-4802

C: (262) 483-1462

Public Agency Center

333 E. Washington St., Ste. 2300 West Bend, WI 53095-7986 - Draft December 26, 2019 -

70.526 Amendment of an approved planned development district

If the Village Board approves a planned development district, the Plan Commission and Village Board shall review all proposed changes to the project plan that was approved at the time of approval. If in the opinion of the Village Board, the proposed change constitutes a minor alteration, the Village Board may approve the requested change at a regular or special meeting of the Village Board. If the proposed change constitutes a major alteration, the review procedure in this division must be followed.

70.527 Expiration of an approval

If any portion of a planned development district that can be developed remains substantially undeveloped 3 years after final approval, the Village Board may rescind the approval, in whole or in part, following a public hearing. Upon petition and with cause, the Village Board may grant a one-time extension, not to exceed 4 years. In the event the Village Board rescinds an approval, the Village Board shall at that time reclassify undeveloped lands in the district based on the zoning regulations in effect at that time. Developed portions of the planned development district may either be allowed to retain the planned development district designation or reclassified based on the zoning regulations in effect at that time.

70.528 Appeal

An aggrieved person may appeal a final decision made pursuant to this division by filing an appeal with a court of competent jurisdiction within 30 calendar days of the final decision.

70.529 to 70.530

Reserved

DIVISION 3 CONDITIONAL USE

70.531 Generally

Although each zoning district is primarily intended for a predominant type of land use, there are a number of uses that may be appropriate under certain conditions. These are referred to as conditional uses. This division describes the requirements and procedures for reviewing a conditional use, including an amendment of an approved conditional use.

70.532 Applicability and limitations

- A. General applicability. Those land uses designated as a conditional use in the land-use matrix (Appendix A) must comply with the requirements in this division.
- B. Limitation due to nonconforming lot. In the event a parcel is classified as nonconforming (e.g., lot area, lot width), the Village may not process an application for a conditional use as set forth in s. 70.534, unless the Plan Commission makes a determination that the nature of the nonconformity does not affect the appropriateness of the parcel for the conditional use.
- C. Limitation due to a nonconforming use on the lot. In the event a parcel has a nonconforming use, the Village may not process an application for a conditional use as set forth in s. 70.534, unless the Plan Commission makes a determination that the nonconforming use and proposed conditional use are compatible.
- D. Limitation due to existing conditional use on the lot. In the event a parcel has an approved conditional use, the Village may not process an application for another conditional use as set forth in s. 70.534, unless the Plan Commission makes a determination that the existing and proposed conditional uses are compatible.

70.533 Initiation

The owner of the subject property may submit an application for the establishment of a conditional use.

70.534 Review procedure

A. Review and approval. The Plan Commission and Village Board shall review existing and proposed site conditions, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway

- Draft December 26, 2019 +

locations, highway access, traffic generation and circulation, drainage, sewerage and water systems, the proposed operation, and other factors the Plan Commission and/or Village Board determines are appropriate when considering a conditional use application.

- B. Steps in the review process. The general steps outlined below shall be used in the review of a conditional use application.
 - Pre-submittal meeting. Before submitting an application, the applicant or the applicant's agent must meet with the zoning administrator to review applicable regulations and procedures and the proposal. Upon request, the zoning administrator may waive the requirement to hold a pre-submittal meeting when he or she determines such meeting is not necessary given the nature of the project and/or the extent to which the applicant understands the Village's zoning requirements.
 - Submittal of application materials. The applicant submits a completed application and other required
 materials to the zoning administrator along with the application fee as may be established by the Village
 Board.
 - 3. **Determination of completeness.** The zoning administrator reviews the submittal within 10 days of receiving the application and other required materials to make sure it is complete and ready for further review. If it is not complete, the zoning administrator will notify the applicant in writing of such deficiencies and that the applicant has 3 months from the date of the notice to resubmit the application or forfeit the application fee. The zoning administrator will take no further steps to process the application until the deficiencies are remedied. The incomplete application is retained as a public record.
 - 4. **Review date.** When the zoning administrator determines the application is complete, he or she schedules the review with the Village Board and the Plan Commission consistent with its adopted calendar.
 - 5. Special notice to Department of Natural Resources. If the application relates to the floodplain regulations in this chapter, the zoning administrator shall send a copy of the application and public hearing notice to the regional office of the Wisconsin Department of Natural Resources at least 10 calendar days before the date of the public hearing.
 - 6. **General notice**. Consistent with Division 2 of Article 4, the zoning administrator shall provide for a class 2 public notice, property owner notice, and meeting agenda notice.
 - 7. Staff report preparation and distribution. The zoning administrator prepares a written staff report as described in this division and provides a copy of it to each member of the Plan Commission and Village Board, the applicant, and any other interested person upon request.
 - 8. **Public hearing.** Allowing for proper notice, the Village Board and the Plan Commission conduct a joint public hearing to review the application consistent with Division 3 of Article 4. Prior to the close of the public hearing, the applicant, Village Board, or the Plan Commission may request a continuance consistent with Division 3 of Article 4. If the public hearing is adjourned, the Village Board and/or Plan Commission may direct the zoning administrator, the Village engineer, and/or Village attorney to conduct additional research. In addition, the Plan Commission may direct the zoning administrator to prepare such documents it deems necessary, including a preliminary decision document.
 - 9. **Staff follow-up.** After the close of the public hearing, the Plan Commission may direct the zoning administrator to prepare a preliminary decision document.
 - 10. Plan Commission recommendation. After the public hearing has been closed, the Plan Commission will make a recommendation to the Village Board for approval or denial. The recommendation shall state the terms of the approval or reasons for denial as set forth in a draft conditional use order. The burden of proof is on the applicant to prove they have met the standards of the chapter and those set forth by the Plan Commission/Village Board during the process. The Plan Commission shall render its recommendation within 35 days from the close of the public hearing unless an extension is consented to in writing by the applicant.
 - Village Board meeting. Allowing for proper notice, the Village Board shall consider the application at a regular or special meeting.
 - 12. **Decision.** After considering all of the Information submitted by the applicant, public comments received at the public hearing, the staff report, and the Plan Commission's recommendation, the Village Board makes a decision to (i) approve the conditional use, (ii) approve the conditional use with conditions, or (iii) deny the conditional use.

- 13. Preparation of final decision document. Based on the action of the Village Board, the zoning administrator prepares a final decision document consistent with this division.
- 14. Applicant notification. Within a reasonable time following the Village Board's decision, the zoning administrator sends the decision document to the applicant by regular mail and/or email.
- 15. Notification to Department of Natural Resources. If the application relates to the floodplain regulations in this chapter, the zoning administrator sends a copy of the decision document to the regional office of the Wisconsin Department of Natural Resources via regular mail and/or email within 10 calendar days of the date of decision.
- 16. Acceptance by property owner. If the application is approved, the property owner must sign the decision document to acknowledge the terms of the approval and return the same to the zoning administrator within 6 months of the decision. Prior to the expiration of the previously specified time period, the property owner may submit a petition to the zoning administrator requesting an extension and the zoning administrator may, with cause, extend the period within which the decision document must be signed. If the signed decision document is not returned within the initial or extended time period, if any, the decision shall become null and void without any further action by the Village. The decision document shall only become effective when all required signatures have been obtained and the original signature copy is returned to the zoning administrator.
- 17. Public record copy. A duplicate copy of the decision document is retained as a public record.
- 18. Recording of decision document. If the property owner returns the decision document within the required time period with the required signatures, the zoning administrator records the decision document against the subject property in the office of the Washington County register of deeds.
- 19. **Administrative steps**. If the conditional use is approved and the zoning administrator has created a map showing conditional uses, the zoning administrator adds the conditional use to that map.

70.535 Basis of decision

The Plan Commission in making its recommendation and the Village Board in making its final decision shall consider whether the proposal complies with (1) each of the special conditions of approval set forth in s. 70.536, (2) each of the performance standards set forth in s. 70.537, (3) each of the development standards prescribed for the requested conditional use, (4) all other applicable sections of the zoning code, and (5) all other applicable sections of the municipal code, including the Village's groundwater regulations. The recommendation of the Plan Commission and the decision by the Village Board must be based on substantial evidence.

70.536 Special conditions of approval

A. Generally. Based on substantial evidence, the Plan Commission may recommend and the Village Board may impose may impose one or more conditions of approval as may be necessary to grant approval. Such conditions and restrictions may relate to the establishment, location, construction, maintenance, operation of the use, off-site impacts, and any other aspect of the use that impacts the public health, safety, or general welfare. Examples of such conditions are listed below.

İssy		Potential Candifion
1.	Hours of operation	Limit hours of operation to hours to be more compatible with surrounding uses.
2.	Buffering	Require more of a buffer than what is otherwise required by this chapter. Buffering may include landscaping, walls or fences, berms, and other features to physically separate adjoining uses.
3,	Maximum floor area	Establish a maximum floor area that may be less than what is otherwise allowed,
4.	Maximum number of patrons	Limit the size of the use by establishing maximum patron loads, often by seats and/or tables
٠ 5،	Uses within buildings	Limit commercial uses to the first floor of a multistory building.
6.	Number and/or location of entrances	Design the site and building so that entrances are located in areas away from adjoining properties.
7.	Outdoor activity	Restrict locations and/or times of outdoor activity,
8,	Outdoor storage	Establish a maximum area for outdoor storage that may be less than what is otherwise allowed,
9.	Take-out food serylce	Prohibit drive-up service windows and/or walk-up service windows in certain areas of the property (e.g., near a residential use), if these are allowed, limitations could be set.
10.	Delivery services	Prohibit deliver services that entail frequent trips or establish upper limits on the activity.
11.	Signage	Prohibit signage in areas of the property that may cause an impact on surrounding areas.

- B. Limitation on imposing conditions. A condition of approval shall not lessen a development standard or other requirement contained in this chapter.
- C. Effect on contracts with another party. The review authority shall not condition or withhold approval based upon the property owner entering into a contract or discontinuing, modifying, extending, or renewing any contract, with a third party under which the third party is engaging in a lawful use of the property.
- D. Special condition for business as property owner. As a condition of approval of a conditional use, the property owner if it is a business entity, such as a limited liability company or a corporation, shall for the life of the conditional use continuously maintain a registered office in the state of Wisconsin as evidenced by registration with the Wisconsin Department of Financial Institutions.

70.537 Conditional use performance standards

- A. Generally. This section describes performance standards for the regulation of uses and to establish an objective and equitable basis for control and to ensure that the community is adequately protected from potential hazardous and nuisance-like effects. These performance standards are designed to limit, restrict, and prohibit the effects of those uses outside their premises or zoning district. In addition, these performance standards are intended to comply with other applicable local, state and federal codes and standards. All structures, lands, air, and water shall hereafter comply with the performance standards set forth in this section.
- B. Odors. No operation or activity shall emit any substance or combination of substances in such quantities that create an objectionable odor. The Plan Commission and/or Village Board reserves the right to request an odor control plan from the applicant to identify potential odors and implement recommendations from the plan.
- C. Fire and explosive hazards.

⁷ Commentary: See s. 42,23(7)(gm), Wis. Stats. The Village, for example, could not require an applicant to terminate an existing contract with another party that is engaged in a lawfut use of the property.

- All uses involving the manufacturing, utilization, processing, or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazard of fire and explosion and with adequate firefighting and fire suppression equipment and devices as may be required by the Fire Prevention Code.
- 2. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have noncombustible exterior walls and an automatic fire extinguishing system.
- The storage of fuels and other materials that produce flammable or explosive vapors shall be permitted only after review and approval by the village fire department and in accord with their requirements to minimize fire and explosive hazards.

D. Glare, heat and external lighting.

- 1. No operation or activity shall produce any intense lighting, glare or heat with the source directly visible beyond the boundary of the property line. Operations producing light, glare, or heat shall be conducted within an enclosed building.
- 2. External lighting shall be shielded so that light rays do not adversely affect adjacent uses,

E. Water quality.

- 1. No activity shall locate, store, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous, or solid materials of such nature, quantity, obnoxiousness, toxicity or temperature that might runoff, seep, percolate, or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as objectionable shore deposits, floating or submerged debris, oil or scum, color, odor, taste or unsightliness, or be harmful to human, animal, plant, or aquatic life.
- No activity shall withdraw water or discharge any iliquid or solid materials so as to exceed or
 contribute toward exceeding the minimum standards and those other standards and the application
 of those standards set forth in Wis. Adm. Code NR 102 or in other applicable Chapters which regulate
 water quality.
- F. Noise. No operation or activity shall transmit any noise beyond the boundaries of the property so that it becomes a nuisance.
- G. Vibration. No operation or activity shall transmit any physical vibration that is above the vibration perception threshold of an individual at or beyond the property line of the source. Vibration perception threshold means the minimum ground- or structure-borne vibrational motion necessary to cause a reasonable person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. Vibrations not directly under the control of the property user and vibrations from temporary construction or maintenance activities are exempt from this standard.
- H. **Traffic impact.** The Plan Commission and/or the Village Board reserves the right to require a traffic impact study in order to identify impacts to adjacent properties and roadways and to identify improvements or actions required to minimize or eliminate impacts. No use shall be approved unless the applicant implements the conclusions and recommendations of the study. The traffic study shall be prepared by a registered professional engineer in accordance with the following standards:
 - 1. Manual on Transportation Studies (Institute of Transportation Engineers (ITE))
 - 2. Traffic Impact Analysis Guidelines (Wisconsin Department of Transportation)
 - 3. Manual on Uniform Traffic Control Devices (Federal Highway Administration)
 - 4. Trip Generation Manual (Institute of Transportation Engineers)
 - 5. Other local, county or state standards

70.538 Standard terms for an approved conditional use

The terms and conditions listed below are automatically incorporated into a conditional use order authorizing a use, unless otherwise stated in the conditional use order.

- 1. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use, the question shall be submitted to the Plan Commission for determination.
- 2. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the Washington County of, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
- 3. The approved conditional use shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- 4. All buildings and grounds shall be maintained in a neat, attractive and orderly way.
- 5. The property shall comply with all rules and regulations of the Village of Richfield and the local fire department, including submission to routine inspections by the village staff and fire department staff,
- 6. Prior to the execution of the conditional use permit, the applicant must obtain any and all approvals that must be obtained before the use may be established or the commencement of any land-disturbing activity related to the approved conditional use.
- 7. Should the permitted conditional use be abandoned in any manner, or discontinued in use for 12 months, or continued other than in strict conformity with the conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use order, and all applicable ordinances.
- 8. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises, structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
- 9. Unless this conditional use order expressly states otherwise, plans that are specifically required by this conditional use order may be amended upon the prior approval of the Plan Commission if the Plan Commission inds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the plan commission feets, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- 10. As a condition precedent to the issuance of the conditional use permit, the owner of the subject property shall approve the issuance of this conditional use order upon the terms and conditions described herein in writing, and the petitioner is required to accept the terms and conditions of the same in its entirety in writing.
- 11. Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this application, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of the necessary documents or attendance at meetings or other related professional services for this application, as well as for any actions the Village is required to take to enforce the conditions in this conditional approval due to a violation of these conditions.
- 12. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within 30 days of billing by the Village, pursuant to s. 66,0627, Wis. Stats, Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

- 13. The petitioner is obligated to file with the village clerk a current mailing address and current phone number at which the petitioner can be reached, which must be continually updated by the petitioner if such contact information should change, for the duration of the conditional use. If the petitioner fails to maintain such current contact information, the petitioner thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.
- 14. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the petitioner's application, as noted in the minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
- 15. Should any paragraph or phrase of this conditional use order be determined by a court to be unlawful, lilegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use order and the remainder shall continue in full force and effect.
- 16. If any aspect of this conditional use order or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- 17. If the property owner/operator is a business entity, such as a limited liability company or a corporation, such entity shall for the life of the conditional use continuously maintain a registered office in the state of Wisconsin as evidenced by registration with the Wisconsin Department of Financial Institutions.
- 18. The property owner shall not change the size and/or shape of the subject property by any means without the approval of the Village Board. If the Village Board determines that a proposed change is substantial with regard to the overall size of the parcel and/or configuration, such change shall require issuance of a new conditional use approval pursuant to the requirements in effect at the time of application.
- 19. This approval is given under the Village's zoning code and is not to be, in any way, interpreted to abrogate any private rights other property owners may have pursuant to deed restrictions or restrictive covenants.
- 20. If this conditional use terminates for any reason, the property owner is obligated to remove any improvements specifically related to the conditional use and which cannot be utilized for an approved use (i.e., a use permitted by right or a different conditional use as approved).
- 21. In the event the subject property is found to be in violation and then brought into compliance, the Village Board reserves the right to impose periodic reviews to ensure continued compliance.

70.539 Application form and content

The application submittal shall include an application form as may be used by the Village and a project map prepared at an appropriate scale depicting the information listed in Appendix $\frac{R}{R}$.

70,540 Staff report content

The staff report should contain preliminary findings for the decision criteria listed in this division and other information deemed appropriate.

70.541 Content of decision document

- A. Approval. If the application for a conditional use is approved, the decision document should include the following:
 - 1. a statement that the conditional use is approved;
 - 2. a description of the conditional use;
 - 3. a description of where the conditional use will occur on the property;
 - 4. reasons for the decision based on the criteria listed in this division;
 - 5. conditions of approval that must be satisfied prior to the establishment of the conditional use, if any;
 - 6. conditions of approval that must be complied with during the life of the conditional use, if any;

- 7. a statement indicating that the property owner must sign the decision document and return it to the zoning administrator to acknowledge acceptance of the same;
- 8. a statement that the applicant may appeal the decision to a court of competent jurisdiction;
- a statement that an aggrieved person, other than the applicant, may appeal the decision to a court
 of competent jurisdiction and that any work done by the applicant as authorized by the approval is
 done at the applicant's risk;
- a statement indicating the nature of the approval (i.e., personal to the property owner or runs with the land);
- 11. other information the Village Board or zoning administrator deems appropriate;
- 12. the signature of the zoning administrator on behalf of the Village Board; and
- 13. the date of the decision.
- B. **Denial**. If the application for a conditional use is denied, the decision document should include the following:
 - 1. a statement that the conditional use is denied,
 - 2. a description of the project, including acreage and proposed use characteristics,
 - 3. reasons for the decision based on the criteria listed in this division,
 - a statement indicating that the denial does not limit the applicant's ability to resubmit a revised application for consideration,
 - 5. a statement that the decision may be appealed as provided for in this division,
 - 6. other information the Village Board or zoning administrator deems appropriate,
 - 7. the signature of the zoning administrator on behalf of the Village Board, and
 - 8. the date of the decision.

70.542 Term for an approval

A conditional use order authorizing a conditional use shall generally have 5-year terms unless otherwise specified in the conditional use order. The order shall describe an administrative renewal process to allow for streamlined renewal of the conditional use order with a provision that allows the Plan Commission and/or the Village Board to remove the conditional use order from automatic renewal if there are concerns with compliance with the conditional use order or concerns raised by the public about the applicant's operations. If the Plan Commission or the Village Board pulls the conditional use order from automatic approval the conditional use order shall remain in effect while the Plan Commission provides due process to the applicant in reviewing the conditional use order and its potential renewal.

70.543 Effect of approval

- A. Generally. Unless otherwise specified in the conditional use order, approvals run with the land.
- B. **Temporary uses.** If a use is listed as a temporary use in Appendix A and is approved by the Village Board as a conditional use, the use may be re-established with the written approval of the zoning administrator if he or she determines that the use to be re-established is substantially the same as what was originally approved and that the approved use did not create any potentially adverse impacts on the public health, safety, or welfare.

70.544 Expiration of an approval

A. Non-establishment of use. If the zoning administrator determines that substantial work as authorized by a conditional use approval did not commence within 12 months of the date of approval or if substantial work did commence within 12 months of the date of approval but has not continued in good faith to completion, he or she shall initiate the process to terminate the approval pursuant to Division 13 of this article. Upon petition and with cause, the zoning administrator may grant a one-time extension, not to exceed 6 months, provided (1) the permit holder requests the extension prior to the expiration of the approval, (2) the permit holder clearly demonstrates that circumstances beyond his or her control

- prevented the start of construction and the continuation of the same, and (3) the project complies with this chapter in effect at the time the extension is granted.
- B. Cessation of use. If the zoning administrator determines that a conditional use has ceased to operate for any reason, whether intentional or otherwise, for more than 12 continuous months, he or she shall initiate the process to terminate the approval pursuant to Division 33 of this article.

70.545 Amendment of an approved conditional use

Following approval of a conditional use, the Plan Commission shall review all proposed changes to the approval. If in the opinion of the Plan Commission, the proposed change constitutes a minor alteration, the Plan Commission may approve the requested change in writing at a regular or special meeting of the Plan Commission without following the review procedure in this division. If the proposed change constitutes a major alteration, the review procedure in effect at the time of submittal shall be followed.

70.546 Appeal

An aggrieved person may appeal a final decision made pursuant to this division by filing an appeal with a court of competent jurisdiction within 30 calendar days of the final decision.

70.547 Effect of comprehensive plan

Pursuant to Wis. Stats. 66.1001(2m)(b), a conditional use approval that may be issued by the Village Board does not need to be consistent with the Village's adopted comprehensive plan.

70.548 to 70.550

Reserved

DIVISION 4 WIRELESS TELECOMMUNICATION FACILITY

70.551 Review procedure

- A. New telecommunication tower and Class 1 collocation. The general steps outlined below shall be used to review an application for a new telecommunication tower and a Class 1 collocation as designated in the land-use matrix (Appendix A).
 - 1. Submittal of application materials. The applicant submits a completed application to the zoning administrator along with the application fee as may be established by the Village Board.
 - 2. Determination of completeness. The zoning administrator reviews the application and determines whether the application is complete. If the application includes all of the required information, the application shall be found to be complete. The zoning administrator notifies the applicant in writing within 10 days of receiving the application if it is found not to be complete, and such notice shall specify in detail the required information that was incomplete. Applicants are allowed to resubmit their application as often as necessary until it is complete.
 - 3. **Review date**. When the zoning administrator determines the application is complete, he or she schedules the review with the Plan Commission consistent with its adopted calendar.
 - 4. **General notice**. Consistent with Division 2 of Article 4, the zoning administrator provides for a class 2 public notice, property owner notice, and meeting agenda notice.
 - Staff report preparation and distribution. The zoning administrator prepares a written staff report and provides a copy of it to each member of the Plan Commission, the applicant, and any other interested person upon request.
 - 6. **Public hearing**. Allowing for proper notice, the Plan Commission conducts a public hearing to review the application consistent with Division 2 of Article 4. Prior to the close of the public hearing, the applicant or the Plan Commission may request a continuance consistent with Division 3 of Article 4.
 - Staff follow-up. If the Plan Commission does not render a decision immediately following the public hearing, the Plan Commission may direct the zoning administrator to prepare a preliminary decision document.



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: Reallocation of Park Impact Fees for Reconstruction of Fireman's Park Tennis Courts

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

POLICY QUESTION: DOES THE VILLAGE BOARD WISH TO ACCEPT THE RECOMMENDATION OF THE PARK COMMISSION FOR THE APPROVAL OF THE TRANSFER OF PARK IMPACT FEES TO THE GENERAL FUND FOR THE PURPOSE OF FUNDING THE TENNIS COURT RECONSTRUCTION?

ISSUE SUMMARY:

In 2019, the Park Commission reviewed community survey responses to a three-question survey regarding the current tennis courts constructed in Fireman's Park. The following were the responses to questions posed to the public:

- (1) 47% of respondents, or 23 of 48 individuals surveyed have not utilized the Fireman's Park tennis courts in the last three (3) years.
- (2) 66.7% of residents, or 32 of 48 surveyed believe the tennis courts in Fireman's Park would be utilized more if they were repaired with crack sealing and paint.
- (3) 60.4% of respondents, or 29 of 48 individuals believe the tennis courts would be utilized more often if they were to be reconstructed in Heritage Park.

Staff also received several email inquiries regarding the desire for any improvements to include the addition of pickle ball lines on the tennis courts. Pickle ball has been an increasingly popular recreational activity which several surrounding municipalities have begun catering to in terms of amenities offered and recreational programming.

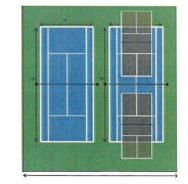
It was the hopes of the Park Commission at the July meeting to further review the costs to repair or reconstruct the tennis courts with the opportunity to amend the layout to include one (1) tennis court and two (2) pickleball courts.

Cost Estimates for Repairs or Reconstruction

In 2019, Staff sought estimates for repairs or reconstruction of the tennis courts in Fireman's Park. Discussions took place with Munson Inc. and Frank Armstrong Enterprises, Inc regarding the opportunity for work on the double tennis courts. The first quotes included as attachments relate to the reconstruction of the double-courts in the current location. Munson Inc. submitted an estimate in the amount of \$101,400. Frank Armstrong Enterprises, Inc. submitted an estimate in the amount of \$89,000. These estimates include work related to the grading, paving, net posts, netting, fencing, color coating and striping of the courts. It was expressed at the July Park Commission meeting that it would be advantageous to convert one (1) of the two (2) tennis courts in the current layout into two (2) pickle ball courts. An image has been included to the right to conceptualize this layout. Staff also contacted both organizations regarding the construction of

separate pickle ball courts. Due to the footprint of this potential amenity being like the current double courts, each contractor indicated new construction pickle ball courts would run relatively congruent with the costs for a new double tennis court.

Included in the second proposals from Munson, Inc. and Frank Armstrong Enterprises, Inc. was the cost to repair the tennis courts. The Munson Inc. estimate was in the amount of \$17,750 which includes leveling of the pavement, pressure washing, crack cleaning, joint patching, crack sealing, painting, and sealing the surface. Repair renderings provided by Munson, Inc. show the areas where crack filling and joint patching are needed. Additional costs for repairs include pickle ball lines for \$900 and Armor Crack Repair System for \$1,200. Frank Armstrong





VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT:

Reallocation of Park Impact Fees for Reconstruction of Fireman's Park Tennis Courts

DATE SUBMITTED:

February 19, 2020

SUBMITTED BY:

Jennifer Keller, Administrative Services Coordinator

Enterprises, Inc. submitted a bid to repair the tennis courts for \$37,900. This estimate included removing fencing, the concrete entrance slab, installation of new fence posts and fencing where necessary, wire rout for random and joint cracks, sealing cements, patching binder on remaining cracks, applying sand acrylic and painting/striping the courts. It should be noted the Frank Armstrong Enterprises, Inc. estimate includes replacement of fencing as areas were identified as failing. An additional \$15,750 was proposed for the conversion of one tennis court to two (2) pickle ball courts. This estimate includes new pickle ball nets and the installation of a 4' fence which would run the full length of the tennis court and between the two (2) adjacent pickle ball courts.

In the end, the feedback received from the Park Commission at their last meeting made it clear to Staff that there was little desire to repair the tennis courts at Fireman's Park due to the length of time it has been since any maintenance was performed and the amount of work that would be required. These courts were construction in the late 1970s, so the deterioration is significant. Additionally, even if the repair work was completed, there would be no warranty from either contractor. As a result, it is the opinion with Staff that this is not a fiscally prudent decision to make and if the Park Commission finds value in having tennis, that these courts should be reconstructed as mentioned in the preceding paragraphs.

Funding

Staff examined the financial resources which may be utilized to complete either a repair or reconstruction of the courts in Fireman's Park. Resources considered include the annual parks department budget, capital reserves, park impact fees, and the potential for monetary donations or in-kind donations.

Parks in the Village of Richfield are funded annually by way of the General Fund and from Impact Fees. The current annual budget allocated to the entire Parks Department is \$148,789. Over the years, "Capital Outlays" or major capital expenditure funding and ebbed and flowed as projects have been completed. While we also have monies set aside for building grounds maintenance, supplies and expenses, fertilizer and weed control, and metros, over the years this area of the budget has been volatile. The Capital Improvement Plan allocated a fund balance of \$23,952 to the Parks and Recreation area of our budget for improvements at the request of Village Staff. These funds became available for use in FY2020 after a FY2019 fund transfer due to a "surplus" in the Clerk's Departmental Capital Reserve Fund for the purchase of our new ICE Election Equipment that came in considerably under budget.

It also may be an opportunity to also utilize Park Impact Fees which have been collected . Should this option be viable, \$75,835 may be available to allocate to the tennis courts reconstruction. In previous actions, the Village Board has directed all Park Impact Fees to be transferred back to the General Fund to pay debts from the purchase of the Nature Park. It will be the determination of the Board if redirecting fees annually, back into the parks budget for use towards projects like these tennis courts, is appropriate. The final resource staff propose would apply to a reconstruct project and would include the solicitation of monetary or in-kind donations from community members and businesses. Monetary donations to be included on a visible donor board organized by bronze, silver, and gold donors with roughly \$1,000-\$10,000 donated per tier. During the month of January, the Village received notification from a family that they would be willing to donate \$2,000 towards the tennis court construction project because they feel it is so needed.

A savings in these submitted estimates has also been identified by Staff. Savings can be captured with the tennis court reconstruction option by way of removal of fencing and the asphalt surface of the current courts. After reviewing the estimates for work to be done, DPW Supervisor Thicke and ASC Keller determined approximately \$6,000 could be saved by utilizing Village equipment and labor our DPW team can perform. After final tallying, roughly \$10,000 would



VILLAGE OF RICHFIELD

VILLAGE BOARD COMMUNICATION FORM

MEETING DATE: February 27, 2020

SUBJECT: Reallocation of Park Impact Fees for Reconstruction of Fireman's Park Tennis Courts

DATE SUBMITTED: February 19, 2020

SUBMITTED BY: Jennifer Keller, Administrative Services Coordinator

need to be raised to move forward with reconstructing the tennis courts and adding amenities such as benches and other soft costs such as landscaping although those costs could be phased-in or are areas where these types of costs could be potentially donated.

The engineering timeline of this project is estimated to be 1.5 to two (2) months before bids can be received. Should the Village Board approve the recommendation from the Park Commission for the transfer of funds for the purpose of reconstructing the tennis courts, there is potential a bid for reconstruction of the tennis courts would take place at either the April or May Village Board Meeting. Additional add-ons staff will ask the Village Engineers to include in the design are wind screens with reinforced fencing, four (4) foot separation fencing between the tennis court and pickle ball courts, additional landscaping around the courts with benches, lighting poles, and a volley wall. Donations will be sought for the purchase and installation of playground equipment directly west of the reconstructed courts as well.

FISCAL IMPACT:	REVIEWED BY:	
T 11 1 T 1 1 C 1 1 000 000 0101 100		Village Deputy Treasurer

Initial Project Costs: \$89,000-\$101,400

Future Ongoing Costs: Maintenance and Engineering Physical Impact (on people/space): Replaced Park Amenity Residual or Support/Overhead/Fringe Costs: Maintenance

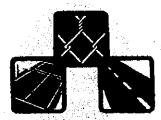
ATTACHMENTS:

- 1. Munson, Inc. proposal to reconstruct Fireman's Park Tennis Courts dated March 6, 2019
- 2. Munson, Inc. proposal to repair Fireman's Park Tennis Courts dated April 5, 2019
- 3. Frank Armstrong Enterprises, Inc. proposal to repair or reconstruct Fireman's Park Tennis Courts dated August 20, 2019

STAFF RECOMMENDATION:

Motion to authorize the transfer of funds from the Park Impact Fees in the amount of \$75,835 to the General Fund for the purpose of reconstructing the tennis courts in Fireman's Park and to direct Village Staff to work with the Village Engineer to prepare bidding documents related to the same.

APPROVED FOR SUBMITTAL BY:		ILLAGE CLERK USE ONLY BOARD ACTION TAKEN	
Village Staff Member Village Administrator	Resolution No. Ordinance No. Approved Other	Continued To: Referred To: Denied File No.	



MUNSON FENCE DIV. MUNSON-ARMSTRONG PAVING DIV. MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 MUNSON, INC.

FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

Established 1955

ADAM SCHMITT VILLAGE OF RICHFIELD 4128 HUBERTUS ROAD HUBERTUS, WI 53033

DATE: March 6, 2019 **10B NAME & LOCATION**



(262) 297-2260

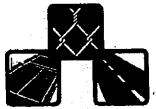
DPWasichfieldwi.gov

Furnish all necessary labor, equipment and material for the asphant reconstruction of the above job. Area involved is approximately 19936SF. Work to include:

- 1. Remove existing chain link fonce including fence posts and net posts to include footings.
- 2. Remove 2' x 10' concrete slab and 6" concrete perimeter curb (estimated at 6"-12" deep). Excavate to 12" below finish grade.
- 3. Pulverize existing asphalt (including 8' wide path) and recycle in place with existing stone base below courts.
- 4. Backfill excayated curb and concrete areas as well as old fence post footing holes with pulverized asphalt/stone base.
- 5. Add up to 1" of crushed limestone to level courts with appropriate 1% slope across courts.
- 6. Vibratory compact the stone base.
- 7. Pave with 3" of asphaltic concrete (1-1/2" of 12.5mm, asphaltic concrete binder course 1-1/2" of VIRGIN 9.5mm of asphaltic concrete surface course). (After compaction depth)
- 8. Saw cut 228 LF of 1/2" x 1 1/2" expansion joints at net lines and between courts and power wash asphalt.
- 9. Install termis net posts in sleeves, center tie downs and 10' high galvanized fencing.
- 10. Thirty days after paving, thoroughly pressure wash court with a 6,000 PSI washer to remove all embedded dirt and debris.
- 11. Seal entire payement with 1st coat of Black Laykold Nessurf acrylic resurfacer (A flexible sand filled binder/filler/texture course). (Cross Applied)
- 12. Mark low spots and level surface (low spots) as necessary with Laykuld Deep Patch (a high strength acrylic latex bonding liquid mixed with Silica Sand and Portland Cement for leveling and crackfilling). Note that 10 gallons per court is estimated and typical of properly paved courts.
- 13. Install +/-228' of Armor Crack Repair System over tennis court joint lines and around net post and center tie down footing. This system is an expandable/flexible patented six-step process that utilizes a thin, 36" wide knitted fabric membrane to keep expansion joints from quickly reappearing on the surface,

- Continued on Page 2 -

AUTHORIZED SIGNATURE: Rob Fetherston - Vice President	NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.	SIGNATURE:
Date of Acceptance:	, SIGNATURE:
SERIAST PAGE FOR TE	PMS AND CONDITIONS



Established 1955

PROPOSAL SUBMITTED TO:

ADAM SCHMITT VILLAGE OF RICHFIELD 4128 HUBERTUS ROAD HUBERTUS, WI 53033

MUNSON FENCE DIV. MUNSON-ARMSTRONG PAVING DIV. MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glandale, WI 53209

Phone: (414) 351-0800

FAX: (414) 351-0879

www.munsoninc.com

DATE:

March 6, 2019

JOB NAME & LOCATION



(262) 297-2260.

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- Page 2

- 14. Machine sand down all Deep Patch areas after drying if needed to eliminate high spots.
- 15. Flood courts, mark and level/sand any remaining low spots.
- 16. Seal pavement with 2nd coat of Black Laykold NuSurfacrylic resurfacer (A flexible sand filled binder/filler/texture course). (Cross Applied)
- 17. Seal out of bounds pavement with 2 coats of LIGHT GREEN Lavkold ColorFlex flexible acrylic latex color texture course with sand. (Cross Applied)
- 18. Seal in bounds pavement with 2 coats of DARK GREEN Laykold ColorFlex flexible acrylic latex color texture course with sand. (Cross Applied)
- 19. Mask, prime and paint 2" WHITE lines for two 78' tennis court lines for singles and doubles play.
- 20. Hang nets.

NEST AND MATERIALS SERVICES SERVICES

Breakdown of costs is:

 GRADING/PAVING
 \$50,460.00

 NET POSTS/NETS
 \$4,460.00

 FENCING
 \$26,300.00

 COLOR COATING/STRIPING
 \$19,760.00

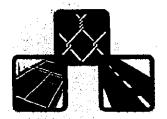
OPTION 1: PICKLEBALL LINES

Install secondary colored (light green) 20'x 44' pickleball lines.

ADD . . . \$500 per court

- Continued on Page 3 -

AUTHORIZED SIGNATURE:	NOTE: This proposal may be withdrawn by us if not accepted within 30 days.
Rob Fetherston – Vice President ACCEPTANCE OF PROPOSAL: The above prices, specifications	SIGNATURE:
and attached Terms and Conditions are satisfactory and hereby accepted, you are authorized to do the work as specified.	
Date of Acceptance:	SIGNATURE:



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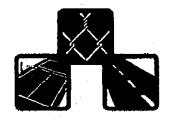
- Page 3 -

SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:

- A. All posts will be driven 5' deep thru core drilled pavement.
- B. All posts, rails and applicable fittings, above and below ground, will be zinc coated by the hot-dip process in accordance with ASTM F-1083 A-90, and A-626.
- C. FABRIC (456'): 10' high, 2" mesh #9 gauge aluminized with Knuckle (top) and Knuckle (bottom).
- D. RAIL (464'): Top rail to be 1-5/8" O.D. SS40 grade pipe.
- B. TENSION WIRE (464'): Bottom of the fence to have a 7 ga, smooth wire for attaching fence fabric.
- F. LINE POSTS (40): 2-1/2" O.D. SS40 grade pipe spaced a maximum of 10' on center.
- G. GATE POSTS (2): 3" O.D. SS20 pipe.
- H. END (2) / CORNER (4) POSTS: 3" O.D. SS40 grade pipe.
- I. SWING GATES (2): Two single swing gates 4' wide x 7' high with transom above. Swing gate frame will be constructed of 1-5/8" O.D. SS20 pipe welded at all corners to form a rigid panel and filled with fabric to match the fence.
- J. TENNIS NET POSTS (2): Furnish and install two pair of BLACK, ATA (American Traus Accessories) 3" square vinyl coated steel tennis net posts complete with aluminum ground sleeves and covers, galvanized center anchor and winder head with an internal winding gear mechanism and removable brass crank handle. Footings to be 24" x 5' deep for net posts and 10" x 48" for center tie down.
- K. TENNIS NETS (2): Two Douglas' FN-30DM 3'6"H x 42'L tennis net. Netting is 1-3/4" square mesh braided 3,0mm polyethylene. Headbands are vinyl coated polyester, lock-sewn with four rows of #32 white polyester thread. Vinyl bottom tape and side pookets are polyester and double look-stitch with black polyester thread. Cable is 47' with 14" loops made with 5/32" vinyl coated galvanized steel. Includes adjustable center strap to adjust net center to 36".

- Continued on Page 4 -

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ADAM SCHMITT

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- Page 4 -

NOTES

1. Price does not include any permits.

- 2. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
 - a. Private Line marking is available if needed at an additional cost.
 - b. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
- 3. The overall process is estimated to take approximately 6 weeks. Asphalt needs to cure for 30 days prior to applying color coating. Fencing can be done during this time.
- 4. Laykold® NuSurf and Laykold® ColorFlex are a step above typical tennis court acrylic coatings. They have been specially designed to have a much greater elasticity which reduces eggshell color cracking on newer courts, reduced stretch lines over flexible membrane crack repair products and other flexible benefits.
- 5. All Munson employees have a minimum of OSHA10 training with a majority having OSHA30.
- 6. Munson is a member of the ASBA American Sports Builders Association. ASBA is a national organization for builders, designers and suppliers of materials for tennis courts. It is recognized as a centralized source for technical information, including consumer-oriented information and Munson Inc. has received numerous national awards from this organization for our tennis court work. Their members are held to high standards in regards to construction and maintenance of tennis courts.
- 7. Munson does not warranty against any cracking.
- 8. It is critical that new asphalt tennis/basketball courts be paved with VTRGIN asphalt mix (no recycled products) for proper acrylic color adhesion and to greatly reduce the chance of eggshell cracking during the first year.
- 9. Owner will need to backfill perimeter edges with topsoil and seed for lateral support.
- 10. Color coating not included on asphalt walkway from parking lot to tennis court gate.

SIGNATURE: Like Telhash	NOTE: This proposal may be withdraw	wn by us if not accepted within 30 days.
Rob Fetherston - Vice President ACCEPTANCE OF PROPOSAL: The above prices, specifications	SIGNATURE:	
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Date of Acceptance:	_ signature:	

A. MUNSON, INC. TERMS & CONDITIONS

- 1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc. assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
- 2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Murson Fence Div./Murson-Armstrong Pavling Div., Murson Inc. from any and all dains, liabilities, costs and expenses whatsoever arising from above.
- 3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract.
- 4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsultable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
- 5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require tratalization during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
- 6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, inc. an extra charge over and above the original contract price for performance of the requested change order.
- 7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
- 8. Owner to carry file, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
- 9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices,
- 10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
- 11. Any dakn for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
- 12: Munson, Inc. is not responsible for damage to existing concrete or asphalt due to normal construction equipment traffic.
- 13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
- 14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
- 15. All agreements are contingent upon strikes, accidents or delays beyond our control with examples such as labor disputes, fire, unusual delay in transportation of materials, equipment or personnel, adverse weather conditions, unavoidable casualities or any cause beyond the control of Munson. If so then any agreed contract completion time should be extended for such reasonable time the parties may determine.
- 16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
- 17. Owner shall relimburse Murson Inc. for any expense incurred by Murson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorney's fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
- 18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

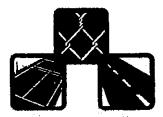
- 1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
- 2. Obstructions of every nature, which in any manner interfere with the eraction of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract
- 3. On all jobs where Munson Fence Div. Installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div/Munson, Inc. harmless in any way from claims, liabilities or injuries.
- 4. Gate Operator Systems: End user to understand the operations and safety systems of the unit.

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAYING DIV.

- 1. MUNSON ARMSTRONG PAYING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.
- 2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
- Salt or melting compounds should not be applied to concrete paying for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
- 4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration or color variation from load to load,
- 5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished by the contractor as a condition precedent to the performance of this contract.
- 6. The catch basin price is based upon the existing sever lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.
- Sealer adhesion cannot be guaranteed on pavement with pre-existing sealcoat flaking, pavement located under tree canopies, over petroleum spillage, has alligator/spider cracking or low areas that puddle.

HEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HERBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID, THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHEN 60 DAYS AFTER THEY FIRST FLENISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



MUNSON, INC. Established 1955

PROPOSAL SUBMITTED TO:

JENNIFER KELLER VILLAGE OF RICHFIELD 4128 HUBERTUS ROAD HUBERTUS, WI 53033

MUNSON FENCE DIV. MUNSON-ARMSTRONG PAVING DIV. MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glandale, WI 53209

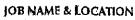
Phone: (414) 351-0800

FAX: (414) 351-0879

www.munsoninc.com

DATE:

April 5, 2019





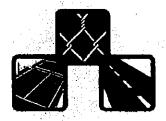
(262) 628-2260 x113 uvckirichfield vav

Furnishing all necessary labor, equipment and material for the asphalt craft scaling backing leveling aspidalt ramping re-coloring and striping of the above job. Area involved is approximately 12.36 Square Feet. Work to include:

- 1. Owner to remove nets.
- 2. Remove grass and weeds from payement area.
- 3. Route joints under net lines and between courts to remove existing hot pour crackfiller and debris.
- 4. Thoroughly clean cracks with high pressure washers as needed to remove organic material.
- 5. Patch joints 4"-6" wide to +/-8" deep with 1/" asphalt hotmix.
- 6. Fill void below heaved concrete at gate with silica sand as best as possible.
- 7. Patch perimeter of concrete 2' out with hotmix asphalt.
- 8. Fill 1/2" 2" wide structural cracks/joints to 1/4" low with Outkrete cement (6 bags) to structurally fill joints and prevent future contraction. Top off with Laykold® Deep Patch (6 gallons) for acrylic surface coating adhesion.
- 9. Fill +/- 1/2" remaining cracks with Plexipave Crack Filler (1 gallon) a 100% acrylic latex crack filler.
- 10. Seal entire pavement with 1 coat of Neutral Laykold NuSurt acrylic resurts cor (A flexible sand filled binder/filler/texture course). (Cross Applied)
- 11. Mark low spots and level as necessary with Laykuld Doep Patch (a high strength acrylic latex bonding liquid mixed with Silica Sand and Portland Cement for leveling and crackfilling), (Approximately 55
- 12. Machine sand down Court Patch Binder areas after drying if needed to eliminate high spots.
- 13. Flood courts, mark and level/sand any remaining low spots.
- 14. Seal payement with 1 coat of Neutral Laykold NuSurf ecrylic resurface: (A flexible sand filled binder/filler/texture course). (Cross Applied)

- Continued on Page 2 -

AUTHORIZED SIGNATURE: Jelings Jelings	NOTE: This proposal may be	withdrawn by us if not accepted within 30 days,
Rob Fetherston - Vice President		
ACCEPTANCE OF PROPOSAL: The above prices, specifications	SIGNATURE:	
and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.	$(x,y,y,z) \in \mathbb{R}^{n} \times \mathbb{R}^{n}$	
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Date of Acceptance:	_ SIGNATURE:	
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- Page 2

15. Seal out of bounds pavement with 2 coats of LICHT GREEN Laykold Colorflex flexible acrylic latex color texture course with sand. (Cross Applied)

16. Seal playing area pavement with 2 coats of Laykold® ColorFlex DARK GREEN flexible acrylic latex color texture course with sand. (Cross Applied)

17. Mask, prime and paint 2" white lines for five 36' x 78' terms court for singles and doubles tennis play.

18. Owner to rehang nets.

LABORTAND BUSINESS AND ASSESSMENT OF THE SECOND

OPTION 1: ARMORT CRACK REPAIR SYSTEM

Install the Armor® crack repair system over70' of prepared cracks. This system is an expandable/flexible patented six-step process that utilizes a thin, 36" wide knitted fabric membrane to keep structural cracks from reappearing on the surface. Installing the membrane allows the cracks to expand below, but not allow the cracks to reflect thru. Work to be done with above color coating.

ADD . . . \$1,200.00

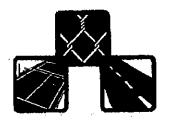
OPTION 2: PICKLEBALL COURT STRIPING

Mask, prime and roll in LIGHT GREEN 1.5" wide lines for two 20'x 44' Pickleball Court over existing White 36'x 78' standard Tennis Court lines. Pickleball Court lines to stop short and not go over tennis court lines.

ADD . . . \$900.00

- Continued on Page 3.

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(262) 628-2260 x113 <u>ascarichfield.gov</u>

JENNIFER KELLER

- Page 3 -

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1. Joints are too wide (4"-6") to properly use Armor crack repair.

- 2. Typical asphalt/concrete courts need to be re-colored every 5-7 years (average cost is \$9,000 for a single, standalone court with no crack repairs needed, nor surface preparation such as power washing, leveling, etc.). The asphalt pavement lasts anywhere from 15-20 years before it needs to be replaced or resurfaced with new asphalt or a membrane overlay. A rough budget of a clean, level, recolor and stripe in 2027 is \$18,100.
- 3. Munson is a member of the ASBA American Sports Builders Association. ASBA is a national organization for builders, designers and suppliers of materials for tennis courts. It is recognized as a centralized source for technical information, including consumer-oriented information and Munson Inc. has received numerous national awards from this organization for our tennis court work. Their members are held to high standards in regards to construction and maintenance of tennis courts.
- 4. All Munson employees have a minimum of OSHA10 training with a majority having OSHA30,
- 5. Weather tolerances for tennis court work/materials are between June 1st September 30th. Schedules typically fill up by early May due to this limited weather window. Current openings are available in July.
- 6. Crack repairs not sealed with Armor® crack repair will open again over time, as soon as the following year, Munson cannot guarantee against pavement cracking. Armor® crack repair will last longer than typical crackfilling, but is not warranted due to freeze/thaw cycles in our area.
- 7. Munson has been a certified Armor crack installer since 2005.
- 8. Laykold NuSurf and Laykold ColorFlex are a step above typical tennis court acrylic coatings. They have been specially designed to have a much greater elasticity which reduces eggshell color cracking on newer courts, reduced stretch lines over flexible membrane crack repair products and other flexible benefits.

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- 2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, condults, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div/Munson-Armstrong Paving Div, Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
- 3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract.
- 4. The contract does not contemplate the encountering of underlying rock, contracte, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
- 5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual lime and equipment required to complete the installation.
- 6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
- If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip
 charges or vehicle towing charges.
- B. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance,
- 9. All material is guaranteed to be as specified. All work is to be completed in a workmanike manner according to standard practices,
- 10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
- 11. Any claim for property damage is conclusively walved unless this contractor is notified in writing within 72 hours of the occurrence.
- 12. Munson, Inc. is not responsible for damage to existing concrete or asphalt due to normal construction equipment traffic.
- 13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract,
- 14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
- 15. All agreements are contingent upon strikes, accidents or delays beyond our control with examples such as labor disputes, fire, unusual delay in transportation of materials, equipment or personnel, adverse weather conditions, unavoidable casualties or any cause beyond the control of Munson. If so then any agreed contract completion time should be extended for such reasonable time the parties may determine.
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- 17. Owner shall reimburse Murson Inc. for any expense incurred by Murson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorney's fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
- 18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

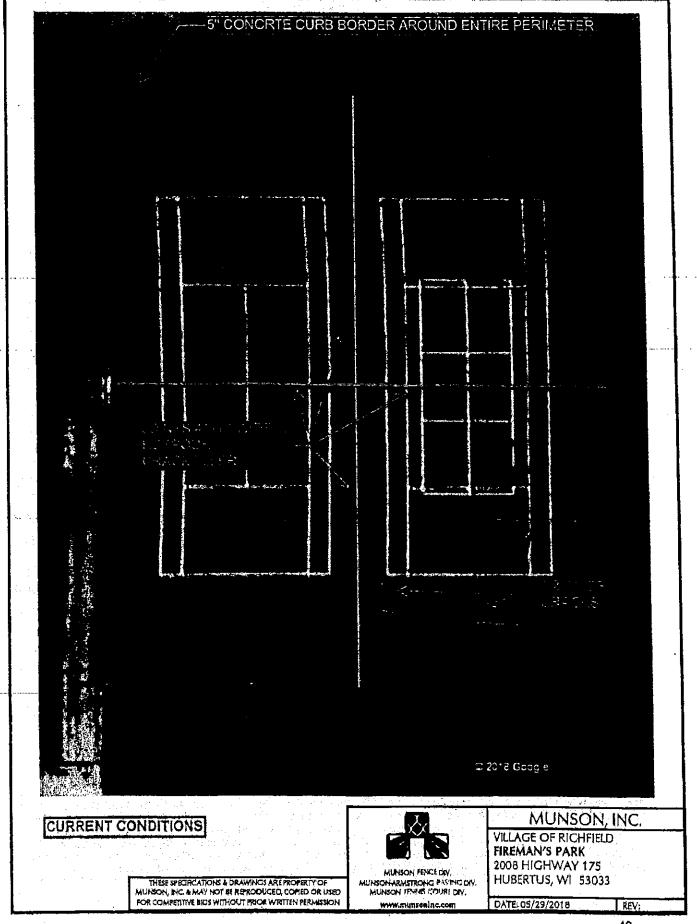
- 1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
- Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
- 3. On all Jobs where Munson Fence Dity, installs of supplies "Rezor Ribbon", owner or agents of the property will hold Munson Fence Dity/Munson, Inc. hamiless in any way from claims, itabilities or injuries.
- 4. Gate Operator Systems: End user to understand the operations and safety systems of the unit.

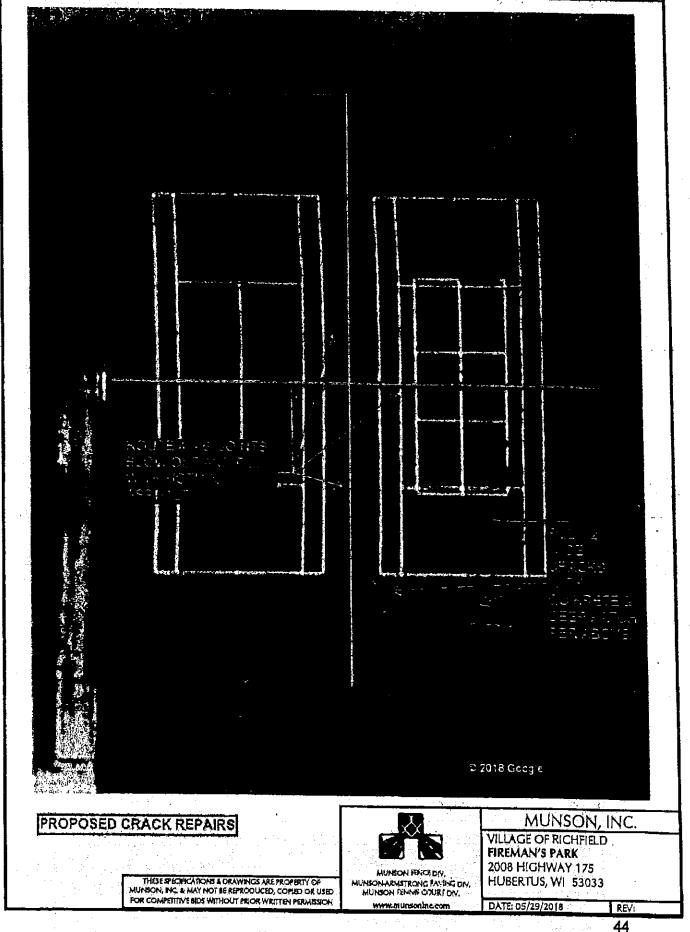
C. ADDITIONAL TRIMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAYING DIV.

- 1. MUNSON ARMSTRONG PAYING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.
- A 1-1/2% slope or greater is necessary for surface drainage of asphalt paying: 1% for concrete paying. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
- Salt or melting compounds should not be applied to concrete paying for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
- Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration or color variation from load to load.
- 5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished by the contractor as a condition precedent to the performance of this contract.
- The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect
 to the street sewer line, owner shall be charged for the extra work incurred.
- Sealer adhesion cannot be guaranteed on pavement with pre-existing sealcoat flaking, pavement located under tree canopies, over petroleum spillage, has alligator/spider cracking or low areas that puddle.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."





12601 W. Silver Spring Road * Butter, WI 53007 Phone: (262) 395-4050 * Fax: (262) 330-5004 sales@armstrongpaving.com www.armstrongpaving.com





PROPOSAL SUBMITTED TO Jen		PHONE 262-628-2260	OATE 08/20/2019
street 4128 Hubertus Road		JOB NAME Tennis Courts	
CITY, STATE AND ZIP CODE Hubertus, WI 53033		JOB LOCATION Village of Richfield	
ARCHITEOT	DATE OF PLANS		JOB PHONE

We propose to furnish all labor and materials necessary to perform the following work:

TENNIS COURT BUDGETS

BID #1. REPAIR TWO TENNIS COURTS AND MINOR FENCE REPAIRS

- Remove or roll back sections of fence on west and east fence lines.
- Remove approx. 5 line posts and 2 gate posts on both sides. Remove concrete slab on west side.
- Install approx. 10 new line posts and 4 gate posts in new concrete footings.
- Reinstall fence fabric, as before.
- Power-wash courts surface to remove dirt and debris, as possible.
- Wire rout random and joint cracks.
- Seal larger cracks with hydraulic cement, followed up with court patch binder on remaining cracks.
- Patch low areas greater then 1/8* deep to reduce puddles, as possible. Not all puddles will be gone, due to other wavy and uneven surface.
- Apply 2 coats of sand textured acrylic resurfacer, base coats.
- Apply 2 coats of Plexipave Color System; Standard Colors.
- Stripe masked white lines.

BUDGET PRICE \$35,400.00 - 37,900.00

NOTE:

*** Cracks will reopen and should be maintained, as needed. No Warranty on crack repairs.

OPTION: CONVERT ONE TENNIS OCURT TO TWO PICKLEBALL COURTS

- Install two pair of net posts set in concrete footings and new pickleball nets.
- Install 4' high fence between courts and between tennis and pickleball courts.

BUDGET ADD \$15,750.00 TO BID #1.

BID #2. REBUILD TWO TENNIS COURTS INCLUDING NEW FENCE/APPROX, 120' X 109'

- Strip and remove existing fence and framework.
- Strip and remove existing asphalt surface.
- Add up to 40 tons of new stone to existing pase.
- Laser grade and compact stone base.
- Pave 2" compacted binder course, Type 19 mm mix design. Pave 1 1/2" compacted surface course, 9,5 mm mix.
- Install new 10' high galvanized fence system, approx. 450'.
- Install two 4' x 7" single gates. Comer & gate posts to be 3" O.D. Line posts 2 1/2" O.D. top rail 1 5/8" and bottom tension wire.
- Install new Douglas net posts and center tie-downs in concrete footings. Install new Douglas nets.
- Saw relief-cuts at net line and between courts.
- Apply 2 coats of sand textured acrylic resurfacer.
- Apply 2 coats of Plexipave Color System.
- Stripe masked white lines,

BUDGET PRICE \$83,500.00 - \$89,000.00

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